

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Virginia Passenger Rail Authority
(Recipient Entity)

Project Name: Franconia-Springfield Passenger Rail Bypass

NVTA Project Number: 2020-313-1

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and Virginia Passenger Rail Authority ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement (“the Project”) satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa’s geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, Virginia Passenger Rail Authority formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa’s call for projects;

WHEREAS, NVTa has reviewed Virginia Passenger Rail Authority’s application for funding and has approved Virginia Passenger Rail Authority’s administration and performance of the Project’s described scope of work;

WHEREAS, based on the information provided by Virginia Passenger Rail Authority, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by Virginia Passenger Rail Authority to finance the Project;

WHEREAS, NVTa agrees that Virginia Passenger Rail Authority will design and/or construct the Project or perform such other specific work for the Project and Virginia Passenger Rail Authority agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Virginia Passenger Rail Authority’s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa’s governing body and Virginia Passenger Rail Authority’s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity’s clerk’s minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Virginia Passenger Rail Authority shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTa funds specified on Appendix B to pay any Project cost if the NVTa Act does not permit such Project cost to be paid with NVTa funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTa will provide funding for such multiple phases (as set forth on Appendix B), NVTa may not provide funding to Virginia Passenger Rail Authority to advance the Project to the next phase until the current phase is completed. In any circumstance where Virginia Passenger Rail Authority seeks to advance a Project to the next phase using NVTa funds, Virginia Passenger Rail Authority shall submit a written request to NVTa's Chief Executive Officer ("CEO") explaining the need for NVTa's funding of an advanced phase. NVTa's CEO will thereafter review the circumstances

underlying the request in conjunction with Appendix B and NVTAs current and projected cash flow position and make a recommendation to NVTAs whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Virginia Passenger Rail Authority from providing its own funds to advance a future phase of the Project and from requesting reimbursement from NVTAs for having advance funded a future phase of the Project. However, Virginia Passenger Rail Authority further recognizes that NVTAs reimbursement to Virginia Passenger Rail Authority for having advance funded a Project phase will be dependent upon NVTAs cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTAs CEO will periodically update NVTAs project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Virginia Passenger Rail Authority shall provide all information required by NVTAs so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTAs requests for payment consistent with Appendix B and the most recently approved NVTAs cash flow estimates that include NVTAs standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTAs and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTAs, Virginia Passenger Rail Authority can expect to receive payment within twenty (20) days upon receipt by NVTAs. Approved payments may be made by means of electronic transfer of funds from NVTAs to or for the account of Virginia Passenger Rail Authority.
8. Promptly notify NVTAs CEO of any additional project costs resulting from unanticipated circumstances and provide to NVTAs detailed estimates of additional costs associated with those circumstances. Virginia Passenger Rail Authority understands that it

will be within NVTAs sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTAs will do so only in accordance with NVTAs approved Project Selection Process and upon formal action and approval by NVTAs. Virginia Passenger Rail Authority shall timely provide to NVTAs a complete and accurate update to Appendix B, if NVTAs approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTAs no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTAs Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Virginia Passenger Rail Authority 's Project: a) Prior to any NVTAs funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTAs member localities; b) any such funds released by NVTAs for such project will be in addition to the funds that the NVTAs member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTAs until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTAs.
11. Should Virginia Passenger Rail Authority be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Virginia Passenger Rail Authority shall certify to NVTAs that all such matching funds have been either authorized and/or appropriated by Virginia Passenger Rail Authority s governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia

Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Virginia Passenger Rail Authority and provide copies of any such financial records to NVTa, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Virginia Passenger Rail Authority; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that Virginia Passenger Rail Authority misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTa Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all Virginia Passenger Rail Authority’s contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Virginia Passenger Rail Authority for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that Virginia Passenger Rail Authority may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa’s in-house legal counsel) in connection with the work performed under this Agreement Virginia Passenger Rail Authority so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, Virginia Passenger Rail Authority will use the Project for its intended purposes for the duration of the Project’s useful life. Under no circumstances will NVTa be considered

responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Virginia Passenger Rail Authority.
19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Virginia Passenger Rail Authority expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Virginia Passenger Rail Authority agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Virginia Passenger Rail Authority is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Virginia Passenger Rail Authority is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Virginia Passenger Rail Authority will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Virginia Passenger Rail Authority adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Virginia Passenger Rail Authority the funding authorized by NVTa for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.
2. Assign a Regional Transportation Planner for the Project. NVTa's Regional Transportation Planner will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's CEO and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Virginia Passenger Rail Authority for the Project. NVTa's Regional Transportation Planner will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Regional Transportation Planner all Virginia Passenger Rail Authority's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Regional Transportation Planner will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Regional Transportation Planner will then make a recommendation to the NVTa's CFO and CEO whether to authorize payment, refuse payment, or seek additional information from Virginia Passenger Rail Authority. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Regional Transportation Planner will notify Virginia Passenger Rail Authority in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances

will NVTA authorize payment for any work performed by or on behalf of Virginia Passenger Rail Authority that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all Virginia Passenger Rail Authority's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's CEO. NVTA's CEO will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's CEO will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Virginia Passenger Rail Authority's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that Virginia Passenger Rail Authority has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's CEO and will advise Virginia Passenger Rail Authority's designated representative in writing. Virginia Passenger Rail Authority will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Virginia Passenger Rail Authority's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that Virginia Passenger Rail Authority has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from Virginia Passenger Rail Authority of

all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Virginia Passenger Rail Authority. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Virginia Passenger Rail Authority to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTa funds to be provided and allocated to the Project and the amounts of any NVTa funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Virginia Passenger Rail Authority may terminate this Agreement, for cause, in the event of a material breach by NVTa of this Agreement. If so terminated, NVTa shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Virginia Passenger Rail Authority to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTa as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTa fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTa. Before initiating any proceedings to terminate under this Paragraph, Virginia Passenger Rail Authority shall give NVTa sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTa an opportunity to investigate and cure any such alleged breach.
3. NVTa may terminate this Agreement, for cause, resulting from Virginia Passenger Rail Authority's material breach of this Agreement. If so

terminated, Virginia Passenger Rail Authority shall refund to NVTa all funds NVTa provided to Virginia Passenger Rail Authority for the Project (including interest earned at the rate earned by NVTa). NVTa will provide Virginia Passenger Rail Authority with sixty (60) days written notice that NVTa is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Virginia Passenger Rail Authority may request that NVTa excuse Virginia Passenger Rail Authority from refunding all funds NVTa provided to Virginia Passenger Rail Authority for the Project based upon Virginia Passenger Rail Authority's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Virginia Passenger Rail Authority from refunding all or a portion of the funds NVTa provided to Virginia Passenger Rail Authority for the Project. No such request to be excused from refunding will be allowed where Virginia Passenger Rail Authority has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Virginia Passenger Rail Authority will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's CEO and Virginia Passenger Rail Authority's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to Virginia Passenger Rail Authority's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

Virginia Passenger Rail Authority agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated

transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this Agreement. In the event that Virginia Passenger Rail Authority fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Virginia Passenger Rail Authority shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If Virginia Passenger Rail Authority refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Virginia Passenger Rail Authority by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to Virginia Passenger Rail Authority.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its CEO;

2600 Park Tower Drive, Suite 601
Vienna, VA 22180

2) to Virginia Passenger Rail Authority, to the attention of General Counsel
919 East Main Street, Suite 2400
Richmond, VA 23219 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Virginia Passenger Rail Authority represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

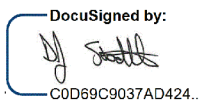
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

Virginia Passenger Rail Authority (Name of Recipient Entity)

By:  _____

Date: 8/22/2025



SCOPE, SCHEDULE, COST, AND FUNDING UPDATE #1

SPA #:	2020-313-1	Submitted On:	N/A
NVTA Project #:	313	Submitted By:	N/A
NVTA Project Title:	Franconia-Springfield Passenger Rail Bypass	Status:	Pending

Project Schedule & Scope Changes

Following completion of the conceptual design, VPRA decided to pursue an alternative delivery method to address the construction complexities of the Bypass structure and its close proximity to active mainline tracks. VPRA procured a Construction Manager / General Contractor (CM/GC) to assist with final design and to develop suitable construction means and methods.

The CM/GC and VPRA soon determined that the conceptual cost and schedule estimates had not sufficiently accounted for the constraints of railroad operating rules on track-fouling construction activities in this high-traffic corridor (50-70 trains per day). Initial estimates showed that crew productivity would be 50% or worse throughout the project, nearly tripling the conceptual cost estimate.

VPRA, the CM/GC, and the design team developed multiple mitigation measures to improve productivity and reduce construction costs, including two sets of shoofly tracks to route mainline traffic away from the proposed north and south approach structures. VPRA also negotiated a contract special provision with the CM/GC to manage daily work windows and reduce the contractor’s productivity risk and contingency costs. While these mitigation measures did not bring construction costs and schedule to the original conceptual estimates, they did provide an overall design and an execution framework that is constructable and financially feasible for VPRA.

Project Schedule Changes

	START	END	
Study	FY2019	FY2022	
Design / Engineering / Environmental	FY2021	FY2029	
ROW and Utilities	FY2022	FY2027	
Construction	FY2025	FY2030	
Asset Acquisition			<input checked="" type="checkbox"/> N/A

B-1 - Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2021	\$0.00	\$266,773.00	\$0.00	\$0.00	\$0.00	\$266,773.00
FY2022	\$0.00	\$520,482.00	\$0.00	\$0.00	\$0.00	\$520,482.00
FY2023	\$0.00	\$3,102,920.00	\$0.00	\$0.00	\$0.00	\$3,102,920.00
FY2024	\$0.00	\$11,935,605.00	\$21,031.00	\$0.00	\$0.00	\$11,956,636.00
FY2025	\$0.00	\$16,561,323.00	\$453,844.00	\$6,500,000.00	\$0.00	\$23,515,167.00
FY2026	\$0.00	\$2,100,000.00	\$16,000,000.00	\$92,600,000.00	\$0.00	\$110,700,000.00
FY2027	\$0.00	\$600,000.00	\$835,625.00	\$131,000,000.00	\$0.00	\$132,435,625.00
FY2028	\$0.00	\$513,165.00	\$0.00	\$194,000,000.00	\$0.00	\$194,513,165.00
FY2029	\$0.00	\$500,000.00	\$0.00	\$54,002,015.00	\$0.00	\$54,502,015.00
FY2030	\$0.00	\$0.00	\$0.00	\$568,317.00	\$0.00	\$568,317.00
Totals	\$0.00	\$36,100,268.00	\$17,310,500.00	\$478,670,332.00	\$0.00	\$532,081,100.00

B-2 - Update Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$36,100,268	\$17,310,500	\$478,670,332	\$0	\$532,081,100
NVTA Funds Applied	\$0	\$0	\$0	\$22,958,821	\$0	\$22,958,821
Other	\$0	\$36,100,268	\$17,310,500	\$455,711,511		\$509,122,279
Total Other	\$0	\$36,100,268	\$17,310,500	\$455,711,511	\$0	\$509,122,279
Gap	\$0	\$0	\$0	\$0	\$0	\$0

B-3 - Update Project Reimbursement Cash Flow for NVTA Funds in this SPA Only

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2026	\$0.00	\$0.00	\$0.00	\$22,958,821.00	\$0.00	\$22,958,821.00
FY2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2029	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2030	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$22,958,821.00	\$0.00	\$22,958,821.00

B-4 - Quarterly Project Reimbursement Cash Flow by Quarter of Expenditure. For NVTa Funds in this SPA Only

Year	September	December	March	June	Total
FY2026	\$0.00	\$11,479,411.00	\$11,479,410.00	\$0.00	\$22,958,821.00
FY2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2029	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2030	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$11,479,411.00	\$11,479,410.00	\$0.00	\$22,958,821.00
Previously Reimbursed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

RECIPIENT ENTITY

By:

DocuSigned by:

C0D69C9037AD424...

Name:

DJ Stadtler

Title:

Executive Director

NVTA

Transportation Planner

Date

CFO

Date

CEO

Date



Northern Virginia Transportation Authority

FY2020-2025 Six Year Program

Franconia-Springfield Passenger Rail Bypass

Date Submitted: 09/27/2019

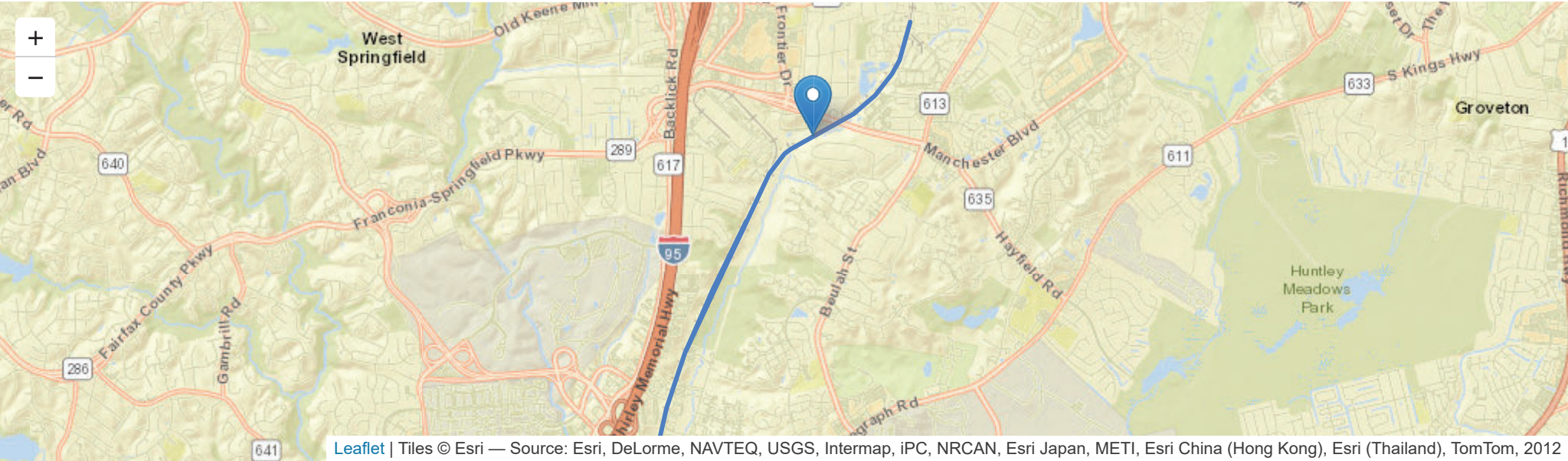
APPLICATION #: PRA-002

Project Description

The Franconia-Springfield Passenger Rail Bypass Project is a dedicated passenger rail bridge that removes up to 26 conflicts per day between passenger and freight trains crossing tracks as they enter or exit the Long Bridge Corridor (Alexandria-Washington, DC) to access service specific facilities and customers. The bypass is within the limits of DRPT’s Atlantic Gateway Franconia-Occoquan project, which extends the current three-track section north of the VRE Franconia-Springfield Station south to Occoquan (7.2-miles). The bridge is 0.9 miles long with a maximum height of 36.6 feet, and will include one new track with capacity for a second track in the future. Existing tracks in the area will also be shifted. Railroad operations will be more reliable and safer by enabling passenger trains to cross between the east and west sides of the tracks without interference from trains on the other two tracks. VRE operations will especially benefit from less train interference, as they consistently report interference to be one of the most common causes of delay. Finally, while the Project has independent utility, it will also enable the region to maximize the benefits of other rail infrastructure improvements being planned or underway. The planned construction of a four-track corridor between Alexandria and Washington D.C., including the Long Bridge Project, Atlantic Gateway Alexandria 4th Track Project and VRE station projects, will remove existing bottlenecks, adding rail capacity and further improving the reliability of both freight and passenger rail on the most heavily used rail line in the Commonwealth of Virginia. Combined with the Franconia-Occoquan Project and Franconia-Springfield Passenger Rail Bypass, these projects will significantly improve operations over 20 miles of track and deliver economic growth, higher performance, and greater safety and security.

Primary Mode(s)	Secondary Mode(s)
Application Number	PRA-002
Primary TransAction ID Number	93
Submitting Jurisdiction/Agency	Virginia Passenger Rail Authority
Location	The Project is on the Richmond, Fredericksburg, and Potomac Railroad (RF&P), south of the VRE Franconia-Springfield Station. The limits are 3 miles (milepost 95.8 – 98.8), including the 0.9-mile-long bypass and associated track shifts. The Project will be entirely within the CSXT right-of-way.
Requested NVTA Funds	\$100,000,000.00
NVTA Funds Approved	\$22,958,821
Previous NVTA Funds Received	\$0.00
Total Cost to Complete Project	\$334,223,132.00

Project Location



Project Milestones

	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition
Earlier					
FY2019	X	X			
FY2020		X			
FY2021		X			
FY2022		X	X		
FY2023		X	X	X	
FY2024			X	X	
Beyond			X	X	

Year of expected project completion: FY2026

Project Funding

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$65,609,859	\$14,114,529	\$254,498,744	\$0	\$334,223,132
NVTA Funds Applied	\$0	\$0	\$0	\$100,000,000	\$0	\$100,000,000
REF				\$60,000,000		\$60,000,000
Intercity Passenger Rail		\$33,000,000	\$7,500,000	\$29,000,000		\$69,500,000
Other		\$32,609,859	\$6,614,529	\$65,498,744		\$104,723,132
Total Other	\$0	\$65,609,859	\$14,114,529	\$154,498,744	\$0	\$234,223,132
Gap	\$0	\$0	\$0	\$0	\$0	\$0

Project Analysis Highlights

Congestion Reduction Relative to Cost (CRRC) Rating	N/A
Congestion Reduction Relative to Cost (CRRC) Rank	N/A
TransAction Project Rating	N/A
TransAction Project Rank	N/A
Project's Past Performance (Percentage of expected funds that was reimbursed by 12/31/2019)	N/A
Jurisdiction/Agency's Past Performance on All Projects (Percentage of expected funds that was reimbursed by 12/31/2019)	N/A
Percentage of Total Project Cost Covered by Funds from Sources Other than NVTA	70.08%
Local Priority	1
Number of Supporting Resolutions (does not include resolution from applicant's own Board/Council)	1
Number of NVTA-Funded Project(s) Nearby	0
Regional Funds allocated to NVTA-Funded Project(s) Nearby	\$0



APPLICATION #: PRA-002

Date Submitted: 09/27/2019

Local Priority: 1

Application Status: Funded
Adopted Year: 2020

1: GENERAL PROJECT INFORMATION

1.1: Primary TransAction ID

93 - Fredericksburg Line Rail Capacity Improvements

1.2: Secondary TransAction IDs

- 115 - VRE Fredericksburg and Manassas Line Off-peak Service
- 116 - Implement Integrated Regional Rail Service: VRE-MARC Run-through Service
- 297 - Widen Long Bridge
- 298 - VRE Alexandria-DC Rail Capacity Improvements
- 301 - Fredericksburg Line Service Expansion
- 302 - Fredericksburg Line Peak Period Service Expansion
- 304 - VRE Express Service - Fredericksburg Line

1.3: What is the primary TransAction corridor segment in which this project is physically located?

8-2 I-95/US 1/VRE Fredericksburg - Prince William County Line to I-495

1.4: What other TransAction corridor segments is this project physically located in?

1.5: Project Title

Franconia-Springfield Passenger Rail Bypass

1.6: Project Subtitle

1.7: Primary Supported Mode

Rail

1.8: Secondary Supported Modes

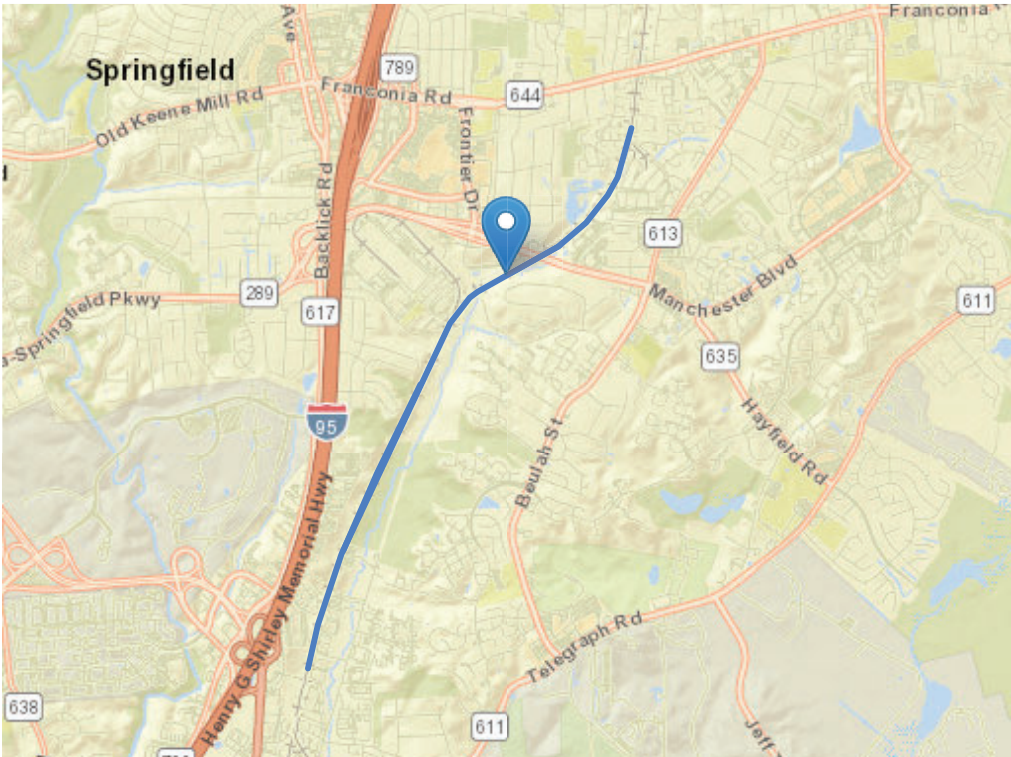
1.9: Project Description

The Franconia-Springfield Passenger Rail Bypass Project is a dedicated passenger rail bridge that removes up to 26 conflicts per day between passenger and freight trains crossing tracks as they enter or exit the Long Bridge Corridor (Alexandria-Washington, DC) to access service specific facilities and customers. The bypass is within the limits of DRPT’s Atlantic Gateway Franconia-Occoquan project, which extends the current three-track section north of the VRE Franconia-Springfield Station south to Occoquan (7.2-miles). The bridge is 0.9 miles long with a maximum height of 36.6 feet, and will include one new track with capacity for a second track in the future. Existing tracks in the area will also be shifted. Railroad operations will be more reliable and safer by enabling passenger trains to cross between the east and west sides of the tracks without interference from trains on the other two tracks. VRE operations will especially benefit from less train interference, as they consistently report interference to be one of the most common causes of delay. Finally, while the Project has independent utility, it will also enable the region to maximize the benefits of other rail infrastructure improvements being planned or underway. The planned construction of a four-track corridor between Alexandria and Washington D.C., including the Long Bridge Project, Atlantic Gateway Alexandria 4th Track Project and VRE station projects, will remove existing bottlenecks, adding rail capacity and further improving the reliability of both freight and passenger rail on the most heavily used rail line in the Commonwealth of Virginia. Combined with the Franconia-Occoquan Project and Franconia-Springfield Passenger Rail Bypass, these projects will significantly improve operations over 20 miles of track and deliver economic growth, higher performance, and greater safety and security.

1.10: Project Location Text

The Project is on the Richmond, Fredericksburg, and Potomac Railroad (RF&P), south of the VRE Franconia-Springfield Station. The limits are 3 miles (milepost 95.8 – 98.8), including the 0.9-mile-long bypass and associated track shifts. The Project will be entirely within the CSXT right-of-way.

1.11: Project Location Map



Leaflet | Tiles © Esri — Source: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

1.12: Local Priority

1

1.13: Does this project support Metro or VRE core capacity?

Yes

1.14: Project URL

2: PROJECT TIMEFRAMES

2.1: Timeframes by Phase

	START	END
Study	FY2019	FY2019
Design/Engineering/Environmental	FY2019	FY2023
ROW and Utilities	FY2022	FY2026
Construction	FY2023	FY2026
Asset Acquisition	N/A	N/A

2.2: Potential Delay Risk Factors

Coordination with CSXT will be critical to the on-time completion of this project. DRPT will be working closely with CSXT during all aspects of the Project from design through construction. Obtaining track outages and flagging services for work zones from CSXT are risk factors that will need to be monitored, but can be mitigated through project planning with CSXT. Other common schedule risks include permitting approvals, successful procurements and timely receipt of materials (e.g. signaling equipment). The project schedule includes contingency for these items.

2.3: For Design-Build project, estimated date for funding verification

3: COST AND FUNDING

3.1: Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2020	\$0.00	\$12,653,937.00	\$0.00	\$0.00	\$0.00	\$12,653,937.00
FY2021	\$0.00	\$25,415,433.00	\$0.00	\$0.00	\$0.00	\$25,415,433.00
FY2022	\$0.00	\$26,849,124.00	\$10,409,387.00	\$0.00	\$0.00	\$37,258,511.00
FY2023	\$0.00	\$691,365.00	\$1,429,556.00	\$68,590,564.00	\$0.00	\$70,711,485.00
FY2024	\$0.00	\$0.00	\$736,221.00	\$74,258,912.00	\$0.00	\$74,995,133.00
FY2025	\$0.00	\$0.00	\$758,308.00	\$76,666,000.00	\$0.00	\$77,424,308.00
FY2026	\$0.00	\$0.00	\$781,057.00	\$34,983,268.00	\$0.00	\$35,764,325.00
Totals	\$0.00	\$65,609,859.00	\$14,114,529.00	\$254,498,744.00	\$0.00	\$334,223,132.00

3.2: NVTa Funding Request by Phase and Fiscal Year of Expenditure

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2024	\$0.00	\$0.00	\$0.00	\$40,000,000.00	\$0.00	\$40,000,000.00
FY2025	\$0.00	\$0.00	\$0.00	\$60,000,000.00	\$0.00	\$60,000,000.00
FY2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$100,000,000.00	\$0.00	\$100,000,000.00

3.3: Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$65,609,859	\$14,114,529	\$254,498,744	\$0	\$334,223,132
NVTa Funds Applied	\$0	\$0	\$0	\$100,000,000	\$0	\$100,000,000
REF				\$60,000,000		\$60,000,000
Intercity Passenger Rail		\$33,000,000	\$7,500,000	\$29,000,000		\$69,500,000
Other		\$32,609,859	\$6,614,529	\$65,498,744		\$104,723,132
Total Other	\$0	\$65,609,859	\$14,114,529	\$154,498,744	\$0	\$234,223,132
Gap	\$0	\$0	\$0	\$0	\$0	\$0

3.4: Other Sources Applied for But Not Yet Secured

There is no additional funding needed for this project. State funding sources for the remaining 70% are available.

3.5: Other Sources under consideration for applying for any gap remaining

There are no other sources under consideration for this project. State funding sources for the remaining 70% are available.

4: PROJECT IMPACTS

4.1: Which facilities will experience capacity increases and/or how will this result in improved traffic flow/transit services?

The Project will expand operational capacity along the RF&P Corridor in the Franconia-Springfield area, while also benefitting train operations further north in connection with the following planned improvements: Long Bridge Project, Alexandria 4th Track Project, and VRE station projects (L’Enfant, Crystal City, Alexandria, Franconia-Springfield). The bypass will improve the flow of train movements by removing up to 26 daily passenger and freight train conflicts in the Franconia-Springfield area. The resulting improvement in reliability may allow VRE, Amtrak and CSX to improve schedules by removing delay contingencies (known as “pad”), which would decrease travel times and improve the utilization of the railroad infrastructure and trainsets. It will also help maximize the throughput of the planned improvements, which cover 20 miles of the northern section of the corridor (one-third of VRE’s Fredericksburg Line).

4.2: What congestion problem does the project address and how will it reduce congestion?

The Franconia-Springfield Passenger Rail Bypass will help reduce congestion in the heavily traveled I-95/I-395/US 1 corridor. This project adds capacity for additional passenger rail service and improves service reliability, making passenger rail travel more competitive. The expansion of passenger rail as an alternative to interstate travel is critical in Northern Virginia as volume to capacity forecasts for interstates demonstrate continued degradation of the system as a result of higher vehicle miles traveled and continued growth in population. More specifically, the top two bottlenecks in the region are currently located adjacent to the project area on I-95 (95 S and 95 N at VA-123/Exit 160). Two VRE trains an hour can carry approximately 2,000 persons or the equivalent capacity of one lane of traffic each on I-95/I-395/ US 1 and I-66. By supporting increased rail capacity in the region, the project expands the capacity of the corridor and contributes to the reduction of regional congestion. Similarly, 100 freight railcars are the equivalent of 340 semi-trailer trucks, so improved reliability can make rail a more attractive mode for transporting freight and decrease the number of trucks on adjacent roadway facilities.

4.3: Provide current and forecasted traffic/ridership data with and without the project.

		COUNT	YEAR	SOURCE/EXPLANATION
Data For: Existing facility	Current	2423203	2019	VRE
Data Type: Ridership	Future Without Project	5455691	2040	VRE
Data Frequency: Annual	Future With Project	6106451	2040	VRE

4.4: How will the project improve regional connectivity between/within regional activity centers and jurisdictions?

The Franconia-Springfield Passenger Rail Bypass will improve VRE Fredericksburg Line service, making VRE a more attractive choice for people traveling through, and within, the region. VRE provides access to key activity centers in Northern Virginia jurisdictions and Washington, DC, with convenient connections to local bus systems, WMATA bus and rail services and other mobility service providers. Currently, VRE moves more than 4.5 million VRE commuters annually in the congested I-95 corridor. The bypass will help unlock capacity in the rail corridor that is needed to grow ridership and improve connectivity for residents. VRE also has the ability to improve and shape activity centers by attracting development near its stations, such as the recent Amazon second headquarters announcement.

4.5: How will the project improve integration between modes & systems?

The Project will improve the reliability of VRE service, which will allow VRE schedules to be better coordinated with other modes passengers rely upon to complete their trip. Timed transfers with local bus systems, such as ART, DASH, Fairfax Connector and OmniRide Local, as well as Metrorail are especially important for passengers traveling within the region. VRE connects to Metrorail service at several stations, including Franconia-Springfield, Alexandria, Crystal City, L’Enfant and Union Station. Reliable connections with other modes and systems is essential to maintaining and growing VRE ridership. Over 25% of VRE passengers use another transit mode to reach their final destination after detraining.

4.6: Is safety the primary purpose of this project?

No

4.7: How will the project improve safety?

N/A

4.8: What synergies exist between this project and other projects your jurisdiction/agency is applying for this SYP update cycle?

N/A

4.9: What synergies exist between this project and other projects other jurisdictions/agencies is applying for this SYP update cycle?

The Franconia-Springfield Passenger Rail Bypass will support VRE’s Crystal City Station project. The Project will help align trains on the west side of the corridor to access the new station location.

4.10: What synergies exist between this project and other projects previously approved for NVTa regional revenues?

Several projects previously approved for NVTa regional revenues focused on VRE station improvements along the corridor that the Franconia-Springfield Passenger Rail Bypass Project will serve. Related projects that were previously approved for NVTa regional revenues (and the associated NVTa funding program) include: VRE Alexandria Station Tunnel and Platform Improvements (FY 2014), Franconia-Springfield Platform Improvements (FY 2015-16), Crystal City Platform Extension Study (FY 2015-16), and VRE Crystal City Station Improvements (FY 2018-23). Together, these projects help improve service flexibility, reliability and capacity along the VRE Fredericksburg Line. These projects all play a role in overall improvements along the line, which will help sustain and grow commuter rail ridership and address highway congestion. These projects also help improve the reliability and capacity of freight rail service as well as safety along the corridor. Some of these projects, including the Crystal City Station Improvements are being planned in coordination with DRPT’s Atlantic Gateway program, resulting in a more comprehensive approach to project delivery that takes into account multiple construction zones along an active rail line.

4.11: If this project includes traffic signal enhancements, please explain what signal timing philosophy will be used, and how this will be coordinated with neighboring signals (including in adjacent jurisdictions).

N/A

4.12: If this project includes transit signal priority, please explain how signal timing changes will be coordinated with the jurisdiction/agency responsible for signal timing.

N/A

4.13: Please explain how this project and its expected transportation impacts align with NVTa’s Core Values of equity, safety, and sustainability. Please provide supporting data/analysis. Upload the document below.

5: OTHER INFORMATION

5.1: Is this project included in the current CLRP?

Yes

5.2: Title of the project in CLRP

Washington, D.C. to Richmond Southeast High Speed Rail (DC2RVA) Project

5.3: CLRP ID

3628

5.4: Project VDOT UPC Number, if existing

5.5: Project DRPT Number, if existing

5.9: List internet links to any additional information in support of this project

<http://dc2rvarail.com/>

5.6: Is this project included in the current TIP?

Yes

5.7: Title of the project in TIP?

CSX RF&P Rail Corridor Capacity Improvements

5.8: TIP ID

6402

6: ATTACHMENTS

Attachments

File Name: Lumion9B_1 - Photo.jpg

Attachment Type: Other

Date Added: 09/26/2019

<https://novagateway.org/Home/GetFile/358?attachmentType=Attachments>

File Name: Lumion9B_6 - Photo.jpg

Attachment Type: Other

Date Added: 09/26/2019

<https://novagateway.org/Home/GetFile/359?attachmentType=Attachments>

File Name: Lumion9B_11_14.jpg

Attachment Type: Other

Date Added: 09/26/2019

<https://novagateway.org/Home/GetFile/360?attachmentType=Attachments>

File Name: 2019-09-27FranconiaSpringfieldPassengerRailBypass_Optimized (1).pdf

Attachment Type: Project sketch

Date Added: 09/27/2019

<https://novagateway.org/Home/GetFile/390?attachmentType=Attachments>

File Name: NVTa - Franconia-Springfield Bypass - Public Ownership.pdf

Attachment Type: Other

Date Added: 02/07/2020

<https://novagateway.org/Home/GetFile/415?attachmentType=Attachments>

7: CERTIFICATIONS

7.1: Submitter Agreed to all Terms if project is approved for funding:

- ✓ Commit all necessary operations/maintenance funds
- ✓ Adhere closely to approved SPA Appendix A and B, or provide timely updates on a regular basis and as needed in the event of schedule changes, scope changes, etc.
- ✓ Provide a monthly status report on project progress to NVTa staff
- ✓ Provide NVTa staff with timely notice of project-related public events such as information meetings and hearings, allowing NVTa members and staff to attend, track, occasionally participate in, and publicize such events. Timely notice means providing schedule and location information to NVTa staff when such events are in the early planning stage;
- ✓ Include NVTa logo and a partnership statement as appropriate on all public-facing materials such as websites, media releases/advisories, presentations, reports, handouts, display boards, and construction signage. An example of the partnership statement is 'project is (jointly) funded by the Northern Virginia Transportation Authority'. If the public-facing materials include detailed information regarding funding sources and amounts, the NVTa funding amount shall be explicitly included
- ✓ Provide NVTa with appropriate insurance certification and keep the certificates up to date
- ✓ Coordinate with NVTa staff to ensure accurate and complete reimbursement requests for timely processing
- ✓ Coordinate with NVTa staff before finalizing any third party administration agreement with another agency for project administration (NVTa may not recognize or be able to participate in such agreements);
- ✓ Adhere to all relevant NVTa Policies.

7.2: Staff Point of Contact

Name: Xavier Harmony
Title: Northern Virginia Transit Programs Manager
Email: xavier.harmony@drpt.virginia.gov
Phone: 571-481-8500

7.3: PIO Point of Contact

Name: Jessica Cowardin
Title: Public Relations and Marketing Specialist
Email: jessica.cowardin@drpt.virginia.gov
Phone: 804-205-8702

7.4: Digital Signature

Xavier Joshua Harmony

7.5: Date

09/27/2019

RESOLUTIONS

Primary - Certified Copy of your Board/Council resolution in support of the application

File Name: 2019-11-20_CTB-endorsement-for-DRPT-NVTA-Application.pdf

<https://novagateway.org/Home/GetFile/317?attachmentType=PrimaryResolutions>

Supporting - Signed copy of Board/Council resolution in support of the application

File Name: 2019-11-19_FairfaxCo-endorsement-for-DRPT-NVTA-Application.pdf

Date Added: 11/26/2019

<https://novagateway.org/Home/GetFile/64?attachmentType=SupportingResolutions>

Clarification Requests

Request Details

Active Request

Date requested: 10/16/2019 6:01:27 PM

Please provide as much data as possible on the frequency and magnitude of delays to VRE trains arising from conflicts at the project location, preferably for inbound and outbound trains separately. Keith Jasper

Response Notes

- Approximately 448 VRE trains are delayed each year due to freight and Amtrak trains, which accounts for approximately 68% of all congestion-related delays (in which a cause was reported) - The 448 VRE trains delayed due to freight and Amtrak trains result in approximately 92 hours of train delay and over 61,000 hours of rider delay annually - Of the VRE trains delayed due to freight and Amtrak trains, 59% are traveling NB (inbound) and 41% are traveling southbound (outbound)

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.


"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

RECIPIENT ENTITY

DocuSigned by:

By:



C0D69C9037AD424...

Name: DJ Stadler


Title: Executive Director

Date: 8/22/2025

AUGUST 15, 2025

CERTIFICATE OF VPRA BOARD RESOLUTION

I, Tiffany Robinson, Director of the Virginia Department of Rail and Public Transportation and Board Chairperson of the Virginia Passenger Rail Authority Board of Directors, do hereby certify that the resolution attached hereto dated August 30, 2023, and titled *Authorization for VPRA to Become the Project Sponsor with Respect to Franconia-Springfield Passenger Rail Bypass Project Funding Originally Awarded to DRPT by NVT*, was duly approved by the Virginia Passenger Rail Authority Board of Director by a unanimous vote at a meeting held on August 30, 2023.

Signed by:

A411DED266614D5...

Tiffany Robinson

Director, DRPT and

Board Chairperson of the Virginia Passenger Rail Authority Board of Directors



COMMONWEALTH of VIRGINIA

Virginia Passenger Rail Authority

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Jennifer DeBruhl
Chairperson

RESOLUTION OF THE VIRGINIA PASSENGER RAIL AUTHORITY BOARD

August 30, 2023

MOTION

Made By: Rod Hall Seconded By: Sharon Bulova

Action: Motion Carried, Unanimously

Title: Authorization for VPRA to Become the Project Sponsor with Respect to Franconia-Springfield Passenger Rail Bypass Project Funding Originally Awarded to DRPT by NVTA

WHEREAS, the Virginia Passenger Rail Authority (“VPRA”) was created by the General Assembly in 2020 with a mission to promote, sustain, and expand the availability of passenger and commuter rail service in the Commonwealth of Virginia; and

WHEREAS, in 2019, in anticipation of VPRA’s creation but before VPRA was formally established, the Department of Rail and Public Transportation (“DRPT”) applied for funding from the Northern Virginia Transportation Authority (“NVTA”) relating to the Franconia-Springfield Passenger Rail Bypass project (the “Bypass Project”); and

WHEREAS, the Bypass Project is eligible to receive NVTA regional funding as a project associated with TransAction Primary ID 93 (Fredericksburg Line Capacity Improvements); and

WHEREAS, based on DRPT’s grant application, NVTA approved the Bypass Project application and \$22,958,821 of funding (the “Funding”) under its FY2020-FY2025 Six Year Program (NVTA Project ID: 2020-313-1); and

WHEREAS, VPRA, and not DRPT, is leading the design and construction of the Bypass Project; and

WHEREAS, VPRA and DRPT now desire VPRA to step into the place of DRPT as project sponsor with respect to DRPT’s grant application for the Bypass Project, and for VPRA to be eligible to perform the work listed in the application, to receive project reimbursements, and to otherwise administer the Bypass Project as originally applied for by DRPT and approved by NVTA.

NOW THEREFORE, BE IT RESOLVED, that the VPRA Board hereby:

- (i) authorizes VPRA to step into the place of DRPT as project sponsor with respect to DRPT's grant application for the Bypass Project, and to receive project reimbursements from NVTa; and
- (ii) authorizes the VPRA Executive Director, or his designee, to execute a NVTa standard project agreement providing for VPRA's administration of the Bypass Project as originally applied for by DRPT and approved by NVTa, with any changes that he deems necessary or useful, as may be agreed by NVTa, and to sign reimbursement requests and other documents related to the Funding.

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