



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Nicholas Donohue
Chairperson

1221 East Broad Street
Richmond, Virginia 23219

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Agenda item # 10

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 18, 2026

MOTION

Made By: Mr. Coleman, **Seconded By:** Mr. Minchew

Action: Motion Carried, Unanimously

Title: Approval and Authorization for the Commissioner of Highways to Execute a Project Partnership and Financing Agreement Between the Virginia Department of Transportation and the Virginia Passenger Rail Authority for the Long Bridge Project

WHEREAS, the General Assembly of the Commonwealth of Virginia (the “Commonwealth”) (i) declared in Enactment Clause 12 of the 2020 Acts of Assembly, Chapter 1275 that the development, expansion, and continuation of commuter and intercity passenger rail service and the development of rail infrastructure, rolling stock, and support facilities to support commuter and intercity passenger rail service are important elements of a balanced transportation system in the Commonwealth and are essential to the Commonwealth's continued economic growth, vitality, and competitiveness in national and world markets, and (ii) specified various rail and other infrastructure improvements leading from Virginia into Washington, D.C., are required for such development, expansion and continuation (as further specified in such Enactment Clause 12, the “Rail Improvements”); and

WHEREAS, the Virginia Department of Transportation (VDOT) owns and operates the tolled express lanes on I-66 inside the I-495 beltway (the “Toll Facility”) and utilizes the revenues therefrom to pay for transportation and other infrastructure improvements in and around the I-66 corridor, which revenues are currently applied in accordance with the *Third Amended and Restated Memorandum of Agreement Transform 66: Inside the Beltway Project* (the “Toll MOA”) dated May 19, 2021, by and among the Commonwealth Transportation Board (CTB), VDOT, the Northern Virginia Transportation Commission, and Department of Rail and Public Transportation (DRPT); and

Resolution of the Board

Approval and Authorization for the Commissioner of Highways to Execute a Project Partnership and Financing Agreement Between the Virginia Department of Transportation and the Virginia Passenger Rail Authority for the Long Bridge Project

March 18, 2026

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WHEREAS, pursuant to the Commonwealth of Virginia Passenger Rail Facilities Bond Act of 2020, codified in Enactment Clause 14 of the 2020 Acts of Assembly, Chapter 1275 (hereinafter referred to as the “Bond Act”), the General Assembly has authorized the CTB by and with the consent of the Governor, to sell and issue, pursuant to Article X, Section 9 (d) of the Constitution of Virginia, bonds of the Commonwealth in an aggregate principal amount not exceeding \$1 billion, plus amounts needed to fund issuance costs, reserve funds, capitalized interest, and other financing expenses, secured, in part, by a pledge of certain net toll revenues from the Toll Facility collected by the Commonwealth and appropriated by the General Assembly, to finance the costs of (i) acquiring, constructing, renovating, expanding, enlarging, improving, installing, and equipping the Rail Improvements and the various rail facilities, structures, and equipment constructed or acquired in connection therewith; (ii) acquiring any lands, structures, fixtures, rights-of-way, franchises, easements, and other property rights and interests related to the Rail Improvements; and (iii) demolishing, removing, or relocating any buildings, structures, or fixtures on lands acquired for the Rail Improvements; and

WHEREAS, VDOT and the Virginia Passenger Rail Authority (VPRA) wish to collaborate in order to facilitate the financing and construction of the Long Bridge Project (the “Project”), the scope of which is set forth in Exhibit 2 to Exhibit A attached hereto; and

WHEREAS, VDOT and VPRA wish to obtain financing to support, in accordance with the Bond Act and the Toll MOA, the design and construction of the Project, which such financing may include: the issuance of bonds of the Commonwealth; the issuance of bond anticipation notes; federal credit assistance, likely in the form of a loan from the United States Department of Transportation under the Railroad Rehabilitation and Improvement Financing program or the Transportation Infrastructure Finance and Innovation Act; or any combination of the foregoing; and

WHEREAS, VDOT and VPRA have negotiated a *Project Partnership and Financing Agreement* (the “PPFA”), a draft of which is attached hereto as Exhibit A, that establishes the parties’ rights and obligations with respect to the financing, design, and construction of the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the CTB hereby approves and authorizes the Commissioner of Highways to execute, and take all actions necessary under, the PPFA by and between VDOT and VPRA relating to the financing, design, and construction of the Project, with such changes and modifications deemed necessary by the Commissioner of Highways.

#####

CTB Decision Brief

Authorization for the Commissioner of Highways to Execute a Project Partnership and Financing Agreement Between the Virginia Department of Transportation and the Virginia Passenger Rail Authority for the Long Bridge Project

Issue: The General Assembly has authorized and the Commonwealth Transportation Board (CTB) has approved providing funding to the Virginia Passenger Rail Authority (VPRRA) for the Long Bridge Project (the Project). The current model uses a federal Transportation Infrastructure Finance and Innovation Act loan (TIFIA) secured with revenues from the I-66 Inside the Beltway tolling facility owned and operated by the Virginia Department of Transportation (VDOT). In order to secure the TIFIA loan or other financing tool, a cooperative agreement is needed between VPRRA and VDOT detailing the commitment and manner in which VPRRA and VDOT will collaborate to facilitate the financing and construction of the Project.

Facts: The General Assembly of the Commonwealth of Virginia (i) declared in Enactment Clause 12 of the 2020 Acts of Assembly, Chapter 1275 that the development, expansion, and continuation of commuter and intercity passenger rail service and the development of rail infrastructure, rolling stock, and support facilities to support commuter and intercity passenger rail service are important elements of a balanced transportation system in the Commonwealth and are essential to the Commonwealth's continued economic growth, vitality, and competitiveness in national and world markets, and (ii) specified various rail and other infrastructure improvements leading from Virginia into Washington, D.C., are required for such development, expansion and continuation (as further specified in the such Enactment Clause 12, the "Rail Improvements").

The Virginia Passenger Rail Authority's Long Bridge Project is a 1.8-mile rail improvement that will relieve one of the biggest rail bottlenecks on the East Coast. The project will improve reliability and expand capacity for both passenger and freight trains traveling between Virginia and Washington, D.C. The project will create a continuous four-track corridor between the Long Bridge Aquatic Center in Arlington and L'Enfant Plaza in D.C. It includes five new rail bridges and two new pedestrian and bicycle bridges. A new two-track rail bridge will be built over the Potomac River next to the existing Long Bridge, along with a new bike and pedestrian bridge connecting Long Bridge Park in Arlington to East and West Potomac Parks in D.C.

Freight and passenger rail operators within the project corridor include Amtrak, Virginia Railway Express (VRE) and CSXT. Annually, up to 2 million Amtrak passengers and 3 million VRE commuters traverse the current Long Bridge, which operates at 98% capacity during peak hours. The project's purpose is to create greater railroad capacity between Virginia and the District of Columbia while alleviating the rail congestion caused by the existing two-track Long Bridge

VDOT, owns and operates the tolled express lanes on I-66 inside the I-495 beltway (the "Toll Facility") and utilizes the revenues therefrom to pay for transportation and other infrastructure improvements in and around the I-66 corridor. These revenues are currently applied in accordance with the Third Amended and Restated Memorandum of Agreement Transform 66: Inside the Beltway Project (the "Toll MOA") dated May 19, 2021, by and among the

Commonwealth Transportation Board (“CTB”), VDOT, the Northern Virginia Transportation Commission, and Department of Rail and Public Transportation (DRPT).

Pursuant to the Commonwealth of Virginia Passenger Rail Facilities Bond Act of 2020, codified in Enactment Clause 14 of the 2020 Acts of Assembly, Chapter 1275 (hereinafter referred to as the “Bond Act”), the General Assembly has authorized the CTB, with the consent of the Governor, to sell and issue bonds of the Commonwealth in an aggregate principal amount not exceeding \$1 billion, plus amounts needed to fund issuance costs, reserve funds, capitalized interest, and other financing expenses, secured, in part, by a pledge of certain net toll revenues from the Toll Facility collected by the Commonwealth and appropriated by the General Assembly, to finance the costs of (i) acquiring, constructing, renovating, expanding, enlarging, improving, installing, and equipping the Rail Improvements and the various rail facilities, structures, and equipment constructed or acquired in connection therewith; (ii) acquiring any lands, structures, fixtures, rights-of-way, franchises, easements, and other property rights and interests related to the Rail Improvements; and (iii) demolishing, removing, or relocating any buildings, structures, or fixtures on lands acquired for the Rail Improvements;

VDOT and VPRA wish to collaborate in order to facilitate the financing and construction of the Project. VDOT and VPRA also wish to obtain financing, which may include: the issuance of bonds of the Commonwealth; the issuance of bond anticipation notes; or federal credit assistance, likely in the form of a loan from the United States Department of Transportation under the Transportation Infrastructure Finance and Innovation Act (TIFIA) to support the design and construction of the Project;

VDOT and VPRA have negotiated a *Project Partnership and Financing Agreement* (the “PPFA”).

Recommendations: VDOT recommends that the CTB approve the resolution authorizing the Commissioner of Highways to enter into an agreement (the PPFA) needed to secure financing the Project.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to authorize the Commissioner of Highways to execute and take all actions necessary under the PPFA relating to the financing, design, and construction of the Project.

Result, if Approved: VDOT and VPRA will proceed with all necessary actions to secure a loan for the Project.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

HUNTON DRAFT
2-26-26

PROJECT PARTNERSHIP AND FINANCING AGREEMENT

for the

LONG BRIDGE PROJECT

Dated [●], 20[2●]

Between

**VIRGINIA DEPARTMENT OF TRANSPORTATION,
and**

VIRGINIA PASSENGER RAIL AUTHORITY

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Exhibit 2 Project Scope

PROJECT PARTNERSHIP AND FINANCING AGREEMENT¹

This **PROJECT PARTNERSHIP AND FINANCING AGREEMENT** for the Long Bridge Project (this “**Agreement**”) is made and entered into as of [●] [●], 20[2●], by and between the **VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”)**, an agency of the Commonwealth of Virginia, and the **VIRGINIA PASSENGER RAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“**VPRA**”), (each a “**Party**” and, together, the “**Parties**”).

RECITALS

WHEREAS, the General Assembly of the Commonwealth (i) declared in Enactment Clauses 12 and 14 of the 2020 Acts of Assembly, Chapter 1275 (the “**Bond Act**”) that the development, expansion, and continuation of commuter and intercity passenger rail service and the development of rail infrastructure, rolling stock, and support facilities to support commuter and intercity passenger rail service are important elements of a balanced transportation system in the Commonwealth and are essential to the Commonwealth's continued economic growth, vitality, and competitiveness in national and world markets, and (ii) specified various rail and other infrastructure improvements leading into Washington, D.C., required for such development, expansion and continuation (as further specified in the Bond Act, the “**Rail Improvements**”);

WHEREAS, the Commonwealth, through VDOT, owns and operates the tolled express lanes inside the I-495 beltway (the “**Toll Facility**”) and utilizes the revenues therefrom to pay for transportation and other infrastructure improvements in and around the I-66 corridor, which revenues are currently applied in accordance with the *Third Amended and Restated Memorandum of Agreement Transform 66: Inside the Beltway Project* (the “**Toll MOA**”) dated May 19, 2021, by and among the Commonwealth Transportation Board (the “**CTB**”), VDOT, the Northern Virginia Transportation Commission, and Department of Rail and Public Transportation;

WHEREAS, the General Assembly has authorized, pursuant to the Bond Act, the CTB by and with the consent of the Governor, to sell and issue, pursuant to Article X, Section 9 (d) of the Constitution of Virginia, at one time or from time to time, bonds of the Commonwealth in an aggregate principal amount not exceeding \$1 billion, plus amounts needed to fund issuance costs, reserve funds, capitalized interest, and other financing expenses, secured, in part, by a pledge of certain net toll revenues from the Toll Facility collected by the Commonwealth and appropriated by the General Assembly, to finance the costs of (i) acquiring, constructing, renovating, expanding, enlarging, improving, installing, and equipping the Rail Improvements and the various rail facilities, structures, and equipment constructed or acquired in connection therewith; (ii) acquiring any lands, structures, fixtures, rights-of-way, franchises, easements, and other property rights and interests related to the Rail Improvements; and (iii) demolishing, removing, or relocating any buildings, structures, or fixtures on lands acquired for the Rail Improvements;

¹ **Note** – VDOT and VPRA anticipate that this Agreement may need to be amended and restated following finalization of the structure and terms of the Project Financing, including to address requirements for payment requisitioning, budgeting, account structuring, and DB Contractor procurement and management. For now, responsibility for complying with any such requirements has been allocated to VPRA.

WHEREAS, the Parties wish to collaborate in order to facilitate a financing to support the design and construction of the project (the “**Project**”), the scope of which is set forth in Exhibit 2 (Project Scope), in accordance with the Bond Act and the Toll MOA; and

WHEREAS, the Parties anticipate that such financing may include: bonds of the Commonwealth; bond anticipation notes; federal credit assistance, likely in the form of a loan from the United States Department of Transportation under the Railroad Rehabilitation and Improvement Financing program or the Transportation Infrastructure Finance and Innovation Act (such federal credit assistance, the “**USDOT Loan**”); or any combination of the foregoing (such financing, collectively, the “**Project Financing**” and the definitive transaction documents with respect thereto, the “**Project Financing Agreements**”).

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

ARTICLE 1

DEFINITIONS, INTERPRETATION, AND PRECEDENCE; REPRESENTATIONS AND WARRANTIES

Section 1.01. Definitions

Unless the context otherwise requires, all capitalized terms and acronyms used in this Agreement have the meanings given in Exhibit 1 (Definitions).

Section 1.02. Interpretation

- (a) In this Agreement:
 - (i) headings are for convenience only and do not affect interpretation;
 - (ii) unless otherwise stated, a reference to any agreement, instrument, or other document is to such agreement, instrument, or other document as amended or supplemented from time to time in accordance with its terms;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (iv) subject to Section 1.02(a)(v) (Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form, or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement, unless expressly provided otherwise;

(v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);

(vi) a reference to a person includes such person's permitted successors and assigns;

(vii) a reference to a singular word includes the plural and vice versa (as the context may require);

(viii) the words "including", "includes", and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively;

(ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay; and

(x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

(c) The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of any ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it, and instead the other applicable rules of interpretation and construction set out herein shall be used.

Section 1.03. Order or Precedence

(a) Except as otherwise expressly provided in this Section 1.03 (Order of Precedence), if there is any conflict between the provisions of this Agreement (including all Exhibits), the order of precedence will be as follows, from highest to lowest:

(i) amendments to the provisions of the main body of this Agreement;

(ii) the provisions of the main body of this Agreement and Exhibit 1 (Definitions); and

(iii) the provisions of the Exhibits to this Agreement, as amended, other than Exhibit 1 (Definitions).

(b) Additional or supplemental details or requirements in a provision of this Agreement with lower priority will be given effect, except to the extent that they irreconcilably conflict with any provisions of this Agreement with higher priority.

Section 1.04. Representations and Warranties of VDOT

VDOT, as of the date on which this Agreement becomes effective pursuant to Section 7.01 (*Term; Termination*), hereby represents and warrants to VPRA as follows:

(a) VDOT is an agency of the Commonwealth, and has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) each person executing this Agreement on behalf of VDOT has been or at such time will be duly authorized to execute and deliver each such document on behalf of VDOT;

(c) the execution and delivery by VDOT of this Agreement, and the performance of its obligations hereunder and thereunder, will not conflict with or will result, at the time of execution, in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any legal requirement, where such violation will have a material adverse effect on the ability of VDOT to perform its obligations under this Agreement;

(d) this Agreement has been duly authorized, executed, and delivered by VDOT and constitutes a valid and legally binding obligation of VDOT, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(e) there is no action, suit, proceeding, investigation, or litigation pending and served on VDOT which challenges VDOT's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of VDOT official executing this Agreement, and VDOT has disclosed to the Commission any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which VDOT is aware;

(f) this Agreement has been duly authorized, executed, and delivered by VDOT and constitutes a valid and legally binding obligation of VDOT, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity; and

(g) VDOT has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

Section 1.05. Representations and Warranties of VPRA

VPRA, as of the date on which this Agreement becomes effective pursuant to Section 7.01 (*Term; Termination*), hereby represents and warrants to VDOT as follows:

(a) VPRA is a political subdivision of the Commonwealth, and has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) each person executing this Agreement on behalf of VPRA has been or at such time will be duly authorized to execute and deliver this Agreement on behalf of VPRA;

(c) the execution and delivery by VPRA of this Agreement, and the performance of its obligations hereunder, will not conflict with or will result, at the time of execution, in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any legal requirement, where such violation will have a material adverse effect on the ability of VPRA to perform its obligations under this Agreement;

(d) this Agreement has been duly authorized, executed, and delivered by VPRA and constitutes a valid and legally binding obligation of VPRA, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(e) there is no action, suit, proceeding, investigation, or litigation pending and served on VPRA which challenges VPRA's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of VPRA official executing this Agreement, and VPRA has disclosed to VPRA any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which VPRA is aware; and

(f) VPRA has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement, and is otherwise in material compliance with all legal requirements applicable to VPRA or its activities in connection with this Agreement.

ARTICLE 2

DESIGN AND CONSTRUCTION OF THE PROJECT

Section 2.01. General Obligations of VPRA

(a) VPRA shall procure all work necessary to design and construct the Project, in accordance with (i) any and all applicable federal, state, and local laws and regulations, (ii) all applicable terms and conditions of the Project Financing Agreements, and (iii) all terms and conditions of this Agreement.

(b) VPRA shall select contractors and contract with contractors in a manner that is consistent in all material respects with the policies, procedures and practices that VPRA uses where the Commonwealth or VPRA bears the cost of a project. For example, VPRA shall use its customary policies, procedures and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using, where applicable, standard terms/forms).

Section 2.02. VDOT Involvement in Design and Construction Activities

(a) Other than coordination with respect to VDOT assets impacted by the construction of the Project, neither VDOT nor CTB will have a direct role in the design or construction of the Project.

(b) As requested by VDOT from time to time in connection with the Project Financing, VPRA shall provide VDOT:

(i) with updates regarding the status of the design and construction of the Project, including with respect to matters that may impact the Project schedule and budget; and

(ii) with the final, complete form of the Project Agreements (including all exhibits, appendices and attachments thereto).

ARTICLE 3

PROJECT FUNDING

Section 3.01. Project Financing Assistance; General Rights and Obligations of VDOT

(a) The Parties acknowledge that CTB, as the borrower, will be responsible for determining the type and structure of the Project Financing, including the repayment term. VDOT, on behalf of CTB, shall consult with VPRA on a regular basis during the development and structuring of the Project Financing, including the negotiation of the Project Financing Agreements.

(b) VDOT, on behalf of CTB as the borrower under the Project Financing Agreements, shall make available to VPRA 100% of Project Financing proceeds to pay eligible costs of the Project.

(c) The Parties expect that the Project Financing will be secured by a pledge by CTB of the net revenues resulting from the tolls, rates, fees, and charges generated by the Toll Facility remaining after payment of expenses incurred for tolling operations and tolling maintenance with respect to the Toll Facility, including funding reasonable reserves for major maintenance of tolling operations of the Toll Facility (collectively, the “**Toll Revenues**”).

(d) The terms of the Project Financing will be subject to the approval of the Treasury Board and the consent of the Governor. The Parties shall work together in good faith and with underwriters and lenders, as applicable, to maximize the amount of proceeds available for the Project; *provided* that the Project Financing shall not exceed \$1,000,000,000.

(e) With respect to Project Financing disbursement procedures, VDOT, on behalf of CTB, shall seek to negotiate in the Project Financing Agreements disbursement procedures that minimize, to the extent possible, overlapping administrative and management tasks as between VDOT and VPRA required to prepare and submit disbursement requests. Such disbursement procedures may include procedures whereby Project Financing proceeds are held in a designated

project account, established by VDOT, and disbursed from such account to VPRA to pay Project costs following the submission by VPRA of requisitions (to include supporting documentation sufficient to satisfy the relevant disbursement and record keeping requirements under the Project Financing Agreements) or procedures whereby Project Financing proceeds are disbursed to VPRA directly. If VPRA's disbursement requests must be submitted through VDOT, then VDOT will submit disbursement requests in accordance with the terms of the Project Financing Agreements promptly after receipt from VPRA to ensure the timely disbursement of Project Financing proceeds. For clarity, VPRA will be responsible for satisfying disbursement conditions set forth in the Project Financing Agreements specific to the Project and otherwise will be responsible for ensuring that Project Financing proceeds are used to pay or reimburse eligible Project costs.

(f) The Parties shall work in good faith such that the Project Financing proceeds will be available to VPRA for eligible Project costs no later than July 1, 2027. Subject to approval by underwriters or lenders, as applicable, the Parties anticipate that Project Financing proceeds will be available for retroactive application to cover eligible Project costs incurred by VPRA prior to the closing of the Project Financing.

(g) To support timely closing of the Project Financing, VDOT agrees to work in good faith with VPRA, including, without limitation, by:

(i) with respect to any USDOT Loan, making an application for such USDOT Loan, pursuant to the applicable procedures;

(ii) performing all required traffic and revenue studies with respect to the Toll Facility and obtaining a credit rating, as needed to support the structuring of the Project Financing;

(iii) negotiating and finalizing all documentation required with respect to the Project Financing and seeking, as applicable, approvals from the Treasury Board and Governor; and

(iv) keeping VPRA updated with respect to the development of key deliverables and in communications with underwriters or lenders, as applicable, throughout the structuring of the Project Financing.

(h) Nothing in the Agreement will have the effect of, or otherwise be construed as, making VPRA responsible for the operations and maintenance (including toll collections) of the Toll Facility during the term of the Project Financing.

(i) The Parties acknowledge that CTB, as borrower, will be solely responsible to make the debt service payments required for the Project Financing.

Section 3.02. Project Financing: General Obligations of VPRA

(a) VPRA shall not use any funds provided by VDOT pursuant to this Agreement, to pay any Project cost if either the Bond Act, the Project Financing Agreements, or this Agreement do not permit such Project costs to be paid with such funds.

(b) VPRA shall reasonably assist and otherwise cooperate with VDOT, on behalf of CTB, with respect to the development of the Project Financing Agreements, including by providing information about the Project that may be required by underwriters or lenders, as applicable, and entering into a direct agreement with lenders (on terms customary for similar transactions).

(c) VPRA agrees that if USDOT Loan funds are awarded or committed to the Project, VPRA shall (A) take any and all necessary actions to satisfy any conditions to such funding (provided that such actions are within the control of VPRA) and to enforce any commitments made in connection therewith and (B) comply with all applicable federal and Commonwealth funding requirements within the control or purview of VPRA.

(d) VPRA shall assist VDOT, on behalf of CTB, in complying with all reporting requirements set forth in the Project Financing Agreements relating to the development and construction of the Project, including, but not limited to: making available for inspection Project-related records; allowing a technical advisor to any bond trustee or lender to monitor construction of the Project; providing regular status reports relating to construction of the Project; carrying out regular audits of Project-related records as may be required by the Project Financing Agreements; assisting VDOT with the development of a financial plan (and regular updates thereto); preparing financial statements and providing the same to VDOT and any bond trustee or lender, and assisting VDOT with the preparation of any ongoing financial disclosures relating to the Project.

(e) In addition, VPRA shall comply with all applicable legal requirements, including requirements relating to the receipt of federal-aid funds, necessary in order for the Project to be eligible to receive federal credit support.

Section 3.03. Transaction Costs

VPRA shall be responsible for paying transaction and closing costs relating to the Project Financing. For any transaction costs incurred by VDOT, and which are not eligible for reimbursement from Project Financing proceeds pursuant to the terms of the Project Financing Agreements or are otherwise not eligible to be paid from Toll Revenues pursuant to the Toll MOA or Bond Act, VDOT shall invoice VPRA quarterly and VPRA shall pay all undisputed amounts within 30 days after receipt of such invoice. VDOT shall provide a final transaction cost invoice to VPRA within 90 days after the closing of the Project Financing. If VDOT has not received an approved invoice from a consultant relating to work performed on the Project Financing within such 90-day period, VDOT shall (i) provide notice to VPRA within such 90-day period regarding any such consultant invoice that remains outstanding and (ii) within 30 days of VDOT's receipt of such approved consultant invoice, provide to VPRA an updated final transaction cost invoice showing the corresponding additional transaction or closing costs payable by VPRA. VPRA shall pay all undisputed amounts shown in such updated final transaction cost invoice within 30 days after receipt of same.

Section 3.04. Source of Funds for Project; Cost Overruns

(a) The Parties acknowledge that VPRA's funding plan for the Project includes funds sourced from CTB and/or VDOT, including the proceeds of the Project Financing, as well as other funds made available by CTB to support the Project.

(b) VPRA shall bear the risk of cost overruns with respect to the Project. For clarity, the provision of such funds by CTB and/or VDOT shall in no way be construed to shift the risk of Project cost overruns, or any portion thereof, to CTB and/or VDOT.

ARTICLE 4

DELIVERY OF THE PROJECT

Section 4.01. General Obligations of VPRA

(a) VPRA shall perform or shall cause to be performed in accordance with VPRA's standards for railroad bridges and track (and all applicable federal, state, and local laws and regulations) all design and engineering, all environmental work, and all permitting, right of way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions that may be necessary for completion of the Project.

(b) VPRA acknowledges and agrees that it is solely responsible for the development, design, construction, and administration of the Project and all engagements, commitments and agreements with the Design-Builders. All such engagements, commitments and agreements with the Design-Builders shall be integrated into and evidenced by the Project Agreements.

(c) Once the requirements of the Project Financing are known with certainty, VPRA will ensure that the Project Agreements are consistent with the requirements of the Bond Act, the Project Financing Agreements, and applicable law. To the extent the requirements of the Project Financing Agreements require any modifications to one or more of the Project Agreements, VPRA shall use commercially reasonable efforts to negotiate a contract modification with the relevant Design-Builder(s).

(d) VPRA shall perform its responsibilities under the Project Agreements in accordance with the terms of the Bond Act and the Project Financing Agreements, applicable law, and in a manner that is consistent in all material respects with the policies, procedures and practices that VPRA uses where the Commonwealth or VPRA bears the cost of a project.

(e) VPRA acknowledges and agrees that VPRA is solely responsible to obtain or cause its Design-Builders and any other contractors to obtain, and shall obtain, all permits, permissions and approvals necessary to design, construct and operate the Project, whether before, upon or following final completion of the Project, including, but not limited to, all those required by VPRA and all local land use permits, zoning approvals, environmental permits, and regulatory approvals.

Section 4.02. Ownership, Operations, and Maintenance of the Project Following Final Completion

(a) Neither VDOT nor CTB shall, under any circumstance, own the Project or have any responsibility or obligation to operate or maintain the Project, whether before, upon or following the completion of construction, to provide funding for operations or maintenance, or to provide funding to correct any defects.

(b) The provisions in this Section 4.02 (Ownership, Operations, and Maintenance of the Project Following Final Completion) will survive the completion of the Project and/or the termination of this Agreement.

Section 4.03. Books and Records

(a) VPRA shall 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.

(b) VPRA shall maintain complete and accurate financial records relating to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable Commonwealth or federal records retention laws or regulations.

(c) As requested by VDOT from time to time in connection with the Project Financing, VPRA shall provide VDOT with electronic copies of (i) all monthly reports prepared by Design-Builders and submitted to VPRA pursuant to the Project Agreements and (ii) upon the request of VDOT, copies of any investigation or inspection reports that VPRA may have produced in connection with a review of the Design-Builders' books and records.

ARTICLE 5

ADMINISTRATION OF THE AGREEMENT

Section 5.01. Program Coordinators

Each Party shall assign a person to serve as its program coordinator (the “**Program Coordinator**”) for the Project, who will be responsible for review of the Project on behalf of it for purposes of ensuring the Project is being undertaken in compliance with this Agreement.

ARTICLE 6

DISPUTE RESOLUTION

Section 6.01. Disputes under the Agreement

(a) The Parties agree to use reasonable efforts to promptly resolve any dispute under this Agreement pursuant to this Section 6.01 (Disputes under the Agreement).

(b) If any dispute arises in relation to any aspect of this Agreement, the Parties shall consult in good faith in an attempt to come to an agreement. If the dispute cannot be resolved through such consultation, then, upon the request of either Party, the VPRA Executive Director and the Commissioner of Highways shall meet as soon as possible, but in no event later than sixty (60) days after such request is made, to attempt to resolve such dispute. Prior to any meeting(s) between the VPRA Executive Director and the Commissioner of Highways, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement. If the VPRA Executive Director and the Commissioner of Highways determine that the dispute cannot be resolved to the mutual satisfaction of both Parties within sixty (60) days after their consultation and attempt to come to an agreement (or such other period as they may mutually agree), despite their good faith efforts, then either Party may file a legal action pursuant to Section 6.01(c) (Disputes under the Agreement) below.

(c) All litigation between the Parties arising out of or pertaining to this Agreement shall be filed, heard, and decided in the Circuit Court for the City of Richmond, Virginia, Division I, which court will have exclusive jurisdiction and venue. Satisfaction of the procedures set forth in this Section 6.01 (Disputes under the Agreement) shall be a condition precedent to instituting a legal action in court except with respect to legal action seeking injunctive or equitable relief on an emergency basis.

(d) Pending final resolution of any dispute, the Parties will continue to fulfill their respective obligations under this Agreement.

(e) Neither Party will seek or accept an award of attorneys' fees or costs incurred in connection with the resolution of a dispute pursuant to the provisions of this Section 6.01 (Disputes under the Agreement).

ARTICLE 7

MISCELLANEOUS

Section 7.01. Term; Termination

This Agreement shall be effective upon the adoption and execution of this Agreement by both Parties. This Agreement shall expire ninety (90) days after the date on which VPRA makes final payment to the Design-Builders and all claims relating to the Project have been resolved or barred in accordance with the Project Agreements if this Agreement is not terminated earlier in accordance with its terms.

Section 7.02. Appropriations Requirements

(a) Nothing herein shall require or obligate VDOT to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.

(b) The Parties acknowledge that all funding provided by VDOT pursuant to the Bond Act is subject to appropriation by the Virginia General Assembly. The Parties further acknowledge

that the moneys allocated to VDOT for Rail Improvements pursuant to applicable provisions of the Code of Virginia are subject to appropriation by the General Assembly.

(c) The Parties agree that VPRA's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the VPRA Board of Directors and/or the CTB, and otherwise legally available to VPRA for the Project.

(d) As required, VPRA shall seek an appropriation and allocation in order to use the Project Financing proceeds to pay eligible Project costs.

Section 7.03. Assignment

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

Section 7.04. Amendments

No amendment, modification or change to this Agreement shall be binding unless in writing, signed by all the parties hereto.

Section 7.05. Notices

(a) All notices under this Agreement shall be in writing and sent by (i) U.S. mail, or (ii) email communication, to the following addresses (or to such other address as may from time to time be specified in writing to the other party):

If to VPRA:

Virginia Passenger Rail Authority
919 E. Main St., Suite 2400
Richmond, VA 23219
Attn: Executive Director
E-mail: dj.stadtler@vpra.virginia.gov

With copies to (which shall not constitute notice):

Virginia Passenger Rail Authority
919 E. Main St, Suite 2400.
Richmond, VA 23219
Attn: General Counsel
E-mail: michael.westermann@vpra.virginia.gov

Virginia Passenger Rail Authority
919 E. Main St., Suite 2400
Richmond, VA 23219
Attn: Chief Operating Officer
Email: michael.mclaughlin@vpra.virginia.gov

If to VDOT:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attention: Commissioner of Highways
Email: Stephen.brich@vdot.virginia.gov

With copies to (which shall not constitute notice):

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attention: Chief Financial Officer
Email: Kimberly.pryor@vdot.virginia.gov

Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
Attention: Senior Assistant Attorney General/Section Chief, Transportation
Email: CParrish@oag.state.va.us

Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
Attention: Assistant Attorney General, Transportation
Email: LBidwell@oag.state.va.us

(b) Any notice sent by U.S. mail will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service. Any notice sent by email communication will be deemed delivered on the date of confirmation of receipt.

Section 7.06. 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, member, employee, or agent of either of the Parties. No provision of this Agreement shall inure to the benefit of, or be enforceable by, any third party, including any creditor of either Party.

Section 7.07. No Agency

Nothing in this Agreement shall be construed as making any Party a partner or agent of any other Party.

Section 7.08. Governing Law

This Agreement is governed by the laws of the Commonwealth, without regard to conflict of law principles.

Section 7.09. Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Project Partnership and Financing Agreement for the Long Bridge Project as of the date first written above.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: Stephen C. Brich

Title: Commissioner of Highways

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____

Name: DJ Stadler

Title: Executive Director

EXHIBIT 1

DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings:

“**Agreement**” has the meaning given in the Preamble.

“**Bond Act**” has the meaning given in the Recitals.

“**Commonwealth**” means the Commonwealth of Virginia.

“**CTB**” has the meaning given in the Recitals.

“**Design-Builders**” means:

- i. with respect to the north package of the Project, Skanska Flatiron LBN Joint Venture, a joint venture comprised of Skanska USA Civil Northeast, Inc., a New York corporation, and Flatiron Dragados Constructors, Inc., a Delaware corporation, and
- i. with respect to the south package of the Project, Long Bridge Rail Partners, a joint venture comprised of Trumbull Corporation, a Pennsylvania corporation; Joseph B. Fay, Co., a Pennsylvania corporation; and Wagman Heavy Civil, Inc., a Pennsylvania corporation.

“**General Assembly**” means the Virginia General Assembly.

“**Governor**” means the Governor of the Commonwealth of Virginia.

“**Party**” or “**Parties**” has the meaning given in the Preamble.

“**Program Coordinator**” is defined in Section 5.01 (Program Coordinators).

“**Project**” or “**Long Bridge Project**” means VPRA’s Long Bridge Project, the scope of which is set forth in Exhibit 2 (Project Scope).

“**Project Agreements**” means the following two design-build agreements related to the Project, each as currently amended:

- i. *Long Bridge Project North Package Progressive Design Build Agreement* (Contract ID No. 01-001-23-0001) dated December 6, 2023, and
- ii. *Long Bridge Project South Package Design-Build Agreement* (Contract ID No. 01-001-24-0002) dated January 21, 2025.

“**Project Financing**” has the meaning given in the Recitals.

“**Project Financing Agreements**” has the meaning given in the Recitals.

“Rail Improvements” has the meaning given in the Recitals.

“Toll Facility” has the meaning given in the Recitals.

“Toll MOA” has the meaning given in the Recitals.

“Toll Revenues” is defined in Section 3.01(c).

“Treasury Board” means the policy board established under Va. Code § 2.2-2415.

“USDOT Loan” has the meaning given in the Recitals.

“VDOT” has the meaning given in the Preamble.

“VPRA” has the meaning given in the Preamble.

EXHIBIT 2

PROJECT SCOPE

Virginia Passenger Rail Authority's Long Bridge Project is a 1.8-mile rail improvement between (i) Rosslyn interlocking at CFP 110.1 in Arlington, Virginia and (ii) L'Enfant interlocking at CFP 111.57 in Washington, D.C. It includes the following major scope elements:

1. a new two-track railroad bridge crossing the Potomac River and connecting Arlington County, VA to Washington, D.C.;
2. a new bicycle, pedestrian bridge crossing the Potomac River and connecting Arlington County, VA to Washington, D.C.;
3. a reconstructed pedestrian bridge over Maine Avenue SW; and
4. construction of four additional railroad bridges within Washington, D.C. over I-395, Ohio Drive SW (East), the Washington Channel, and Maine Avenue SW.