

RESOLUTION # 9-1

WHEREAS, Sangamon County, through a planning study concluded that the Springfield-Sangamon County Transportation Center should include an Amtrak Station as well as a parking garage, a Sangamon Mass Transit District Transfer Facility, an Adams Street Pedestrian Plaza, and, potentially, an Adams Street Activities Center; and,

WHEREAS, Amtrak will need to relocate the operations of their service from the existing Third Street Corridor to the soon to be constructed Hub (Springfield-Sangamon County Transportation Center); and,

WHEREAS, as part of the relocation, Amtrak will incur relocation expenses including but not limited to furniture relocation, Physical Access Controls, PIDS Technology and Installation, Security surveillance equipment and installation and Network equipment installation; and,

WHEREAS, Amtrak has asked Sangamon County to sign a Letter Agreement for Reimbursement of Relocation Expenses Amtrak - Springfield, IL; and,

WHEREAS, the cost associated with said relocation will be reimbursable from anticipated Federal Grant proceeds; and,

WHEREAS, Amtrak has estimated project review, acquisition and installation costs to be One Million Five Hundred Thousand Dollars (\$1,500,000); and,

WHEREAS, Amtrak has estimate relocation expenses to be Two Hundred Thousand Dollars (\$200,000).

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its **Regular Reconvened Adjourned September Session**, assembled this 8th day of October, A.D., 2024, that the Letter Agreement is approved and Amtrak will bill Sangamon County for actual costs associated with the moving and relocation expenses; and,

BE IT FURTHER RESOLVED, that the Chairman of the County Board of Sangamon County is hereby authorized and directed to sign said Letter Agreement on behalf of Sangamon County.

I, Don Gray, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a RESOLUTION adopted by the County Board of Sangamon County at its REGULAR RECONVENED ADJOURNED SEPTEMBER SESSION, assembled this 8th day of October, A.D., 2024.

I certify that the correct TIN/FEIN for Sangamon County is 37-6002039
Legal Status: Governmental

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Springfield in said County, this _____ day of October, A.D., 2024.

Chairman, Sangamon County Board

Respectfully submitted,

_____, Chair
Buildings and Grounds Committee
Sangamon County Board

FILED

OCT 04 2024

Don Gray
Sangamon County Clerk

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NATIONAL RAILROAD PASSENGER CORPORATION
2955 Market Street, Real Estate Box 25, Philadelphia, PA 19104



Sent via Federal Express and email Andy.VanMeter@sangamonil.gov

October __, 2024

Mr. Andy Van Meter
Chairman of the Board
Sangamon County, IL
200 S. Ninth Street
Springfield, IL 62701

**RE: Letter Agreement for Reimbursement of Relocation Expenses
Amtrak - Springfield, IL**

Dear Mr. Van Meter:

The County of Sangamon, IL ("County") and National Railroad Passenger Corporation ("Amtrak") entered into a term sheet dated September 14, 2022 ("Term Sheet"), pursuant to which the County agreed to be responsible for all costs and expenses incurred by Amtrak to relocate its railroad operations from the existing Springfield, IL train station located at 100 North Third Street, Springfield Illinois ("Existing Station") to the new intermodal transportation facility to be constructed, owned and maintained by the County and located at 9th and Adams Street, Springfield, IL ("New Station"), as well as a move to and from a temporary location during construction of the New Station and prior to the New Station being ready for Amtrak's occupancy ("Temporary Location"), if required, including all costs and expenses incurred by Amtrak to move its furniture, equipment, and technology equipment. Also, in connection with Amtrak's relocation, Amtrak shall not be responsible for either removing any improvements or fixtures installed at the Existing Station ("Prior Improvements") or paying any costs and expenses relating to a third-party removing such Prior Improvements.

Attached to this letter as Exhibit A is the description of the relocation work ("Amtrak Work") and related costs and expenses to be incurred by Amtrak as a result of the relocation of Amtrak's railroad operations from the Existing Station to the Temporary Location and then to the New Station ("Amtrak Relocation Costs"). All of the Amtrak Work and the initial payment of Amtrak's Relocation Expenses work will be performed in compliance with Amtrak's Supplementary General Provisions for Construction Contracts (Discretionary Grant Funding) attached hereto as Exhibit B. Amtrak hereby requests that the County reimburse Amtrak for the Amtrak Relocation Costs.

Please review the attached Exhibit A, and if you approve of the Amtrak Relocation Costs, please sign below and return the signed letter to me via email at joan.scarpa@comcast.net indicating the County's agreement to reimburse Amtrak for the Amtrak Relocation Costs. Upon receipt of this letter acknowledged by the County, we can coordinate payment of the Amtrak Relocation Costs. Should you have any questions, please contact me at 302-287-4975.

Very truly yours,

Joan C Scarpa
Senior Real Estate Manager

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ACCEPTED AND AGREED THIS ____ DAY OF _____, 2024

County of Sangamon, IL

National Railroad Passenger Corporation ("Amtrak")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

cc: E. Kim, Facilities and Development Manager

EXHIBIT A
Amtrak Relocation Costs

1. THE WORK.

- a. Amtrak shall assign individuals at its discretion to provide the County with technical review and feedback of the County's design documents of recency for Amtrak Corporate Security ("CS") and Digital Technology ("DT") needs in calendar year 2024. Amtrak shall willingly participate in coordination calls, conferences, communications, etc. with County and/or its designees to mutually satisfy and agree upon design records adequate for bid and construction documents.
- b. Amtrak shall perform, or cause its contractors and subcontractors to perform, digital technology ("DT") and relocation ("Move") activities as described in the Work.
 - i. The Work shall include activities necessary and desirable to accomplish the goal of providing formal Amtrak acceptance of the Amtrak leased space in the New Station. This includes Amtrak professional and project management time during all phases of the County's New Station project, inclusive of an agreed-upon period of time following the execution of a new lease agreement.
 - ii. During the County's construction phase and the months leading up to Amtrak move-in date, Amtrak shall be responsible for obtaining any permits or approvals needed for the Work, including (but not limited to) approvals from the County, the County's contractors and subcontractors working on the New Station, and any government or quasi-government authority as required.
 - iii. The Work shall include any flag persons or protective services provided by the Union Pacific Railroad and/or Norfolk Southern Railroad to support the Work. Amtrak will coordinate directly with the aforementioned host railroads for any Railroad Worker Protection needs. Costs of host railroad support shall be included in the Work.
- c. Amtrak, and its contractors and subcontractors, shall have the right to enter onto County property, its New Station construction site, and any relevant area necessary to complete the Work. Amtrak, or its contractors and subcontractors, shall coordinate directly with the hosts railroad entities as identified in the prior section for any additional right of entry needed for the Work.
- d. Amtrak shall provide a draft scope, plan documents, or other relevant materials for the Work ("Documents") to the County, upon the County's request, at least twenty (20) days before commencing the Work. The County shall review and approve the Documents in writing within ten (10) days of received the Documents. Amtrak shall incorporate any reasonable suggestions made by the County into the Documents.
- e. DT activities include (but not limited to) the planning, design, acquisition of hardware, transfer from Existing Station, installation, testing, and post-construction tasks related to the implementation of the connection of County supplied data/fiber services and the Amtrak business network, Passenger Information Display System ("PIDS"), Amtrak ticket kiosk, Amtrak access control, Amtrak video surveillance system ("VSS"), Amtrak telephony/communications, Amtrak timekeeping, Amtrak revenue and ticketing systems, and network infrastructure for the New Station. DT activities include the cost of professional and project management time in addition to labor costs incurred while on site at the New Station. CS activities are included in the overall DT work.
- f. Move Work activities include (but not limited to) all costs to transfer all goods, furnishings, systems, and other materials from the Existing Station to the New Station. Move Work

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activities also include professional time, travel, and related expenses directly associated to the Amtrak process of accepting the New Station and decommissioning of the Existing Station. The Amtrak process of acceptance requires in-person site visits by authorized Amtrak representatives, its contractors and subcontractors. Move Work activities also include the acquisition of new case goods, furnishings, supplies, and other relevant goods required to operate in the new station.

2. AMTRAK ESTIMATE OF COSTS

- a. Given the required pre-construction activities surrounding the Work, Amtrak projects a Not-to-Exceed ("NTE") cumulative amount of One Million Five Hundred Thousand dollars (\$1,500,000.00) to complete all DT Work. Amtrak reserves the right to modify this amount and shall notify the County with advanced notice should the amount increase beyond the projected NTE amount. The NTE amount is itemized as follows:

DT Smart Properties Estimate Worksheet				
	Multiple Amtrak Fiscal Years (FY24, FY25, FY26, FY27)			
Activity	Labor	Equipment	Total	Total
IT Equipment and Labor Cost				
Digital Signage	\$0	\$0	\$0	\$1,165,000
Multifunction Printers/Plotters	\$0	\$0	\$0	
Phones/Telephony	\$0	\$0	\$0	
Physical Access Controls	\$25,000	\$75,000	\$100,000	
PIDS Technology& Installation	\$90,000	\$350,000	\$440,000	
Security - Surveillance & Installation	\$250,000	\$75,000	\$325,000	
Network Access (Wired & Wireless)	\$100,000	\$100,000	\$200,000	
Conference Room (Video Conf)	\$0	\$0	\$0	
Decommission Work	\$0	\$0	\$0	
Project Management / Design Technical Review	\$100,000	\$0	\$100,000	
Training Support	\$0	\$0	\$0	
Other Cost (TBD)				
	\$0	\$0	\$0	\$110,000
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
Total Project Cost	\$565,000	\$600,000	\$1,165,000	\$1,275,000
	Construction/Contingency		15%	\$225,000
	Total			\$1,500,000

- b. Amtrak projects a NTE amount of Two Hundred Thousand dollars (\$200,000) to complete all Move Work. The NTE amount is itemized as follows:

Professional Time/Travel	\$120,000
Move Work	\$50,000
Contingency 15%	\$30,000
Total	\$200,000

3. REIMBURSEMENT OF COSTS

- a. The County shall reimburse Amtrak for all costs incurred in relation to the Work, including (but not limited to), all administrative work, planning and design work, permitting, approvals, construction work, and flagging and other protective services.
- b. Amtrak's costs, expenses and labor charges will be billed to the County. Costs and expenses of Amtrak employees will be billed at Amtrak's then-current standard force account rates.
 - i. The County acknowledges that it may receive future, retroactive hourly wage increases for their work performed in support of the Work. Upon payment to the applicable employees of retroactive hourly wage increases Amtrak will invoice the County for, and County will pay, the retroactive hourly wage increases, including the applicable overhead additives and benefit costs associated with the support services performed by Amtrak.
- c. All payments due from County to Amtrak shall be paid within thirty (30) days from the date of invoice. County shall have no right to set off against any payment due any sums which County may believe are due to it from Amtrak for any reason whatsoever. In the event that County shall fail to pay, when due, any amount payable by it, County shall also pay to Amtrak, together with such overdue payment, interest on the overdue amount at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, if less than the foregoing, calculated from the date the payment was due until paid. Amtrak also has the right to suspend its work, without penalty, until County has paid all past due amounts with accrued interest. All payments due from County to Amtrak hereunder shall be made pursuant to Amtrak invoice instructions.

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EXHIBIT B
Amtrak's Supplementary General Provisions for Construction Contracts

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Exhibit B



NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

SUPPLEMENTARY GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

1.0 Davis-Bacon Act.

1.1 For construction contracts in excess of \$2,000, Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). All laborers and mechanics employed or working upon the site of the Work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted under the Copeland Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)), the full amount of wages due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the appropriate wage determination decision of the Secretary of Labor which is incorporated into the Contract by reference and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor or the subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by Contractor at the site of the Work in a prominent and accessible place where it can be easily seen by the workers. The term "laborers and mechanics" shall be deemed to include apprentices and trainees not covered by an approved program.

1.2 The wage determination decision of the Secretary of Labor specifies the minimum hourly rates of wages that shall be paid to laborers and mechanics employed or working directly upon the site of the Work. The rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this Work is to be performed.

1.3 The wage determination decision of the Secretary of Labor is for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the Contract and is not to be accepted as a guarantee, warranty or representation as to the wage rates indicated therein. While the wage rates given in the decision are the Contract minimum rates,

it is the responsibility of Contractor to inform itself as to local labor conditions such as the prevailing wage rates, the length of the workday and workweek, overtime compensation, health and welfare contributions, available labor supply, and prospective changes or adjustments of wage rates. Contractor shall abide by and conform to all applicable laws, Executive Orders, rules, regulations and orders of Federal agencies authorized to pass upon and determine wage rates. Under no circumstances shall any mistake in complying with the appropriate wage determination decision of the Secretary of Labor and in the wage rates set forth therein entitle Contractor to cancellation of the Contract or to an increase in the Contract Sum or other additional payment or recovery.

1.4 Contractor may discharge its obligation under this Section to workers in any classification for which the wage determination decision contains:

1.4.1 Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Act Regulations (29 CFR Part 3); or

1.4.2 Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and Contractor pays a cash equivalent or provides an alternative fringe benefit, it shall furnish information with its payrolls showing how it determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where Contractor provides a fringe benefit different from any contained in the appropriate wage determination it shall similarly show how it arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Official shall submit the question, together with its recommendation, to the Secretary of Labor for final determination.

1.5 The assumption of an enforceable



commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in 3141(2)(B) of the Davis-Bacon Act or in the wage determination decision forming a part of the Contract may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by Contractor. The Secretary of Labor may require Contractor to set aside assets, in a separate account, to meet its obligations under any unfunded plan or program pursuant to U.S.C. 3141(2)(B)(i).

1.6 The Contracting Official shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination decision and which is to be employed under the Contract shall be classified or reclassified in conformance with the wage determination decision and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics, including apprentices and trainees to be used, the Contracting Official shall submit the question, together with his/her recommendation, to the Secretary of Labor for final determination. Apprentices and trainees may be added under this Section only where they are employed pursuant to an apprenticeship or trainee program.

1.7 As set forth in 40 U.S.C. 3143, in the event it is found by the Contracting Official that any laborer or mechanic, including apprentices and trainees, employed by Contractor or any subcontractor directly on the site of the Work covered by this Contract has been or is being paid at a rate of wages less than the rate of wages required by this Section, the Contracting Official may (a) by written notice to Contractor terminate its right to proceed with the Work, or such part of the Work as to which there has been a failure to pay said required wages, and/or (b) prosecute the Work to completion by contract or otherwise, whereupon Contractor and its sureties shall be liable to Amtrak for any excess costs occasioned Amtrak thereby.

1.8 The foregoing requirements of this Section and the requirements of the Davis-Bacon Act as amended (40 U.S.C. 3141-3144 and 3146-3148) shall be deemed to have been complied with for Work performed under this Contract by employees of railroads operating under collective bargaining agreements subject to the provisions of the Railway Labor Act (45 U.S.C. 151 *et seq.*).

1.9 The rights and remedies of Amtrak provided in this Section are in addition to any other rights and remedies provided under this Contract.

2.0 Contract Work Hours And Safety Standards Act – Overtime Compensation.

2.1 For all contracts that involve the employment

of mechanics or laborers and are in excess of \$100,000, Contractor must include a provision for compliance with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 5).

2.2 Under 40 U.S.C. 3702, no contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such Work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2.3 In the event of any violation of the provisions set forth in Section 2.2 hereof, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in Section 2.2 hereof in the sum of twenty-five dollars (\$25) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by 40 U.S.C. 3702.

2.4 The Contracting Official shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of Work performed by Contractor or subcontractor under any such contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in Section 2.3 hereof.

2.5 Contractor shall comply with Section 3704 of the Contract Work Hours and Safety Standards Act, which provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3.0 Payroll And Basic Records.

3.1 Contractor shall maintain payrolls and basic



records relating thereto for all employees, laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the Work during the course of the Work and for a period of three (3) years after final payment under the Contract. Such records shall contain the name, address and social security number of each such employee, his/her correct classification, rate of pay (including rates of contributing for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever Contractor has obtained approval from the Secretary of Labor as provided in Section 1.5 hereof, it shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

3.2 Contractor shall submit weekly a copy of all payrolls to the Contracting Official. The first submission of copies of Contractor's payrolls shall include a copy of the complete appropriate wage rate decisions. Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a "Statement of Compliance" signed by Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic, including apprentices and trainees, conform with the Work it performed. Submission of the weekly "Statement of Compliance" required under this Contract and the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) shall satisfy the requirement for submission of the above statement. Contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits, which is required by Section 1.5 hereof. Contractor, its subcontractors at all tiers employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Official that their employment is pursuant to an approved program and shall identify the program.

3.3 Contractor or subcontractor shall make the records required under this Section available for inspection, copying and transcription by authorized representatives of the Contracting Official, the Department of Labor, and authorized representatives of the Federal Railroad Administration (FRA), U.S. Department of Transportation and the Comptroller General and shall permit such representatives to interview employees during working hours on the job.

3.4 The foregoing requirements of this Section shall be deemed to have been complied with for Work performed under this Contract by employees of railroads operating under collective bargaining

agreements subject to the provisions of the Railway Labor Act (45 U.S.C. 151 *et seq.*).

3.5 Contractor shall insert in each subcontract the provisions set forth in Sections 3.1 – 3.3 hereof and also a provision requiring the subcontractors to include these provisions in any subsubcontracts. Contractor shall be responsible for compliance by each subcontractor or subsubcontractor with the provisions set forth in Sections 3.1 through 3.3 hereof.

4.0 Compliance With Copeland Regulations. Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5.0 Record Retention And Access.

5.1 Contractor shall retain all financial records, supporting documents, statistical records and all other Contractor records pertinent to this Contract for a period of three years after contract closeout as set forth in 2 CFR 200.333 – 200.337.

5.2 Authorized representatives of the FRA, Inspectors General, and the Comptroller General of the United States, shall have access to and the right to examine, audit and copy any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract as long as the records are retained.

5.3 In cases where litigation, a claim, or an audit is initiated prior to the expiration of the three-year period, records must be retained until completion of the action and resolution of the issues or the end of the three-year period, whichever is later.

5.4 In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Contractor shall, whenever practicable, collect, transmit, and store Contract-related information in open and machine readable formats rather than in closed formats or on paper.

6.0 Cargo Preference - Use Of United States Flag Vessels. Contractor agrees to comply with 46 U.S.C. 1241(b) and regulations issued thereunder (46 CFR Part 381, "Cargo Preference --U.S.- Flag Vessels"), to the extent valid and applicable, as follows:

6.1 To utilize privately owned United States-flag



commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved under the Contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

6.2 To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Section 6.1 above to Amtrak (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of Cargo Preference and Domestic Trade,, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification; and

6.3 To insert the substance of the provisions of this Section in all subcontracts issued pursuant to this Contract.

7.0 Byrd Anti-Lobbying Amendment.

Contractors that apply or bid for an award exceeding \$100,000, shall file the required certification at 49 CFR Part 20, "New Restrictions on Lobbying", which is attached hereto as Appendix A. Each tier contractor shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to Amtrak.

8.0 Debarment And Suspension. For contracts that exceed \$250,000, Contractor shall certify to Amtrak that Contractor is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor shall comply and cause its subcontractors and all lower tier subcontractors to comply with U.S. DOT regulations, 2 CFR Part 180

and 2 CFR Part 1200, "Nonprocurement Suspension and Debarment". Contractor shall execute the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", set forth in Appendix B. Contractor agrees to obtain the same such certification on debarment and suspension from its subcontractors and lower tier subcontractors.

9.0 Equal Employment Opportunity.

Contractor shall comply and shall cause its subcontractors and lower tier subcontractors to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision. Contractor shall prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.

10.0 Participation By Small Business Concerns Owned And Controlled By Socially And Economically Disadvantaged Individuals. Contractor is encouraged to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined in 49 CFR Part 26) in carrying out activities funded under this Contract.

11.0 Rights In Intangible Property.

11.1 Definition. Intangible property, as defined herein means property having no physical existence, such as trademarks, copyrights, patents and property applications.

11.2 Title to Intangible Property. Intangible property acquired or created in the performance of this Contract vests in Amtrak upon acquisition or creation, as applicable. The requirements of this Section 11.0 shall apply only to intellectual property acquired or created under a planning, experimental, developmental or research grant or contract.

11.3 Copyright. Amtrak may copyright any work that is subject to copyright and was created or for which ownership was acquired under this Contract. For any work acquired or created under a planning, experimental, developmental, or research grant or contract, Contractor agrees that the Federal Railroad Administration has reserved a royalty-free, nonexclusive and irrevocable right to reproduce,



publish or otherwise use the work for Federal purposes and to authorize others to do so for Federal Government purposes.

11.4 Patents. The following provisions will apply to patents under this Contract:

11.4.1 If the Contract involves the performance of experimental, developmental, or research work, the rights of the Federal Government and Amtrak shall be in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Railroad Administration (FRA).

11.4.2 If any invention, improvement, or discovery of Contractor or any of its subcontractors is conceived or first actually reduced to practice in the course of or under a planning, experimental, developmental, or research grant or contract, Contractor agrees to grant Amtrak and the Federal Railroad Administration, a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

11.5 Research Data. For any research data (as defined in 2 CFR Part 200.315(e)) acquired under this Contract, the Federal Railroad Administration has a right to:

11.5.1 Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement for Federal Government Purposes; and

11.5.2 Authorize others to receive, reproduce, publish, or otherwise use such research data for Federal Government purposes.

11.6 The rights of the Federal Government and Amtrak shall be preserved in any contract for the performance of experimental, developmental or research work funded by an FRA grant, in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FRA.

12.0 Environmental Compliance.

12.1 In addition to the requirements set forth in the General Provisions, if the Contract amount exceeds \$150,000, Contractor shall comply and shall cause its subcontractors at every tier to comply with the following provisions, as modified from time to time, all of which are incorporated herein by reference: the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, and all standards, orders or regulations issued thereunder. **12.2** Where applicable, Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*)

13.0 Domestic Buying Preference/Buy American Act.

13.1 In accordance with Amtrak's Domestic Buying Preference requirements at 49 U.S.C. 24305(f), Amtrak shall only buy, and accordingly, Contractor shall only supply (a) unmanufactured articles materials, and supplies mined or produced in the United States; or (b) manufactured articles, material, and supplies manufactured in the United States substantially from articles, materials, and supplies mined, produced or manufactured in the United States. For purposes of this provision, substantially means that more than 55% of all components by cost must be domestic. This Section 13.1 shall apply only when the cost of those articles, material, or supplies bought or supplied to Amtrak by Contractor is at least \$1,000,000.

13.2 When complying with Section 13.1, Contractor shall comply with the domestic preference requirements of the Build America, Buy America Act (BABA) § 70914, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FRA.

13.3 In accordance with 2 C.F.R. §200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

(a) For purposes of this Section 13.3:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14.0 Flood Insurance Requirements. Contractor shall comply, if applicable, with flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4601 *et seq.* (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.



15.0 Application To Lower-Tier Subcontractors.

15.1 Contractor shall insert in each subcontract the provisions set forth in these Supplementary General Provisions and also a provision requiring the subcontractors to include these provisions in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth herein. Contractor shall also include in each subcontract that exceeds \$250,000, and cause its subcontractors to include in each lower tier subcontract that exceeds \$250,000 the following:

15.1.1 Provisions that allow for administrative, contractual or legal remedies in instances in which a contractor or subcontractor violates or breaches contract terms; and

15.1.2 Provisions requiring: (i) a bid guarantee from each bidder equivalent to five percent of the bid price; (ii) a performance bond for 100 percent of the contract price; and (iii) a payment bond for 100 percent of the contract price; the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States".

16.0 Contract Termination Provisions. All subcontracts in excess of \$10,000 shall address termination for cause and termination for convenience, including the manner by which termination will be effected and the basis for settlement.

17.0 Americans With Disabilities Act. Contractor will comply and cause its subcontractors and lower tier subcontractors to comply with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 *et seq.*), the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 *et seq.*) and the implementing Department of Transportation regulations at 49 CFR Parts 27, 37 and 38.

18.0 Allowable Costs. Contractor's expenditures will be reimbursed only if they conform with Federal cost principles as set forth in Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations," which is

incorporated herein by reference. If any costs are disallowed, as determined by an audit by Amtrak or the Federal Government, Contractor agrees to reimburse Amtrak for such disallowed costs within sixty (60) days of notice to Contractor of the determination of disallowance.

19.0 Drug-Free Work Place. Contractor agrees to comply with U.S. DOT regulations, "Government-wide Requirements for Drug-Free Workplace (Grants)", 49 CFR Part 32, and FRA regulations, "Control of Alcohol and Drug Use", 49 CFR Part 219.

20.0 Capital Acquisition. The FY 2016 Appropriations Act requires Amtrak to include a statement in any contract for a capital acquisition that exceeds \$10,000,000 in life cycle costs that funding for the acquisition is subject to the availability of funds appropriated by Congress in an Appropriations Act, even though Amtrak is not subject to the Anti-Deficiency Act, does not receive appropriations directly from Congress, and possesses other sources of revenue that may fund the capital acquisition.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall provide no equipment, services, or systems under the Contract that causes Amtrak to be in violation of 2 CFR §200.216 (Prohibition on certain telecommunications and video surveillance services or equipment). As of the effective date of 2 CFR §200.216, companies that may be implicated by this provision are: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Contractor shall include this provision in all subcontracts it issues.

22.0 Application of Federal Laws and Regulations. Contractor understands that Federal laws, regulations, policies, and related administrative practices may be modified from time to time. Contractor agrees that the most recent of such Federal requirements will govern this Contract at any particular time, except if there is sufficient evidence in this Contract of a contrary intent.

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APPENDIX A TO SUPPLEMENTARY GENERAL PROVISIONS
FOR
CONSTRUCTION CONTRACTS

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Offeror/Contractor:

Name of Company

Date

Signature of authorized representative: _____

Title: _____

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**APPENDIX B TO SUPPLEMENTARY GENERAL PROVISIONS
FOR
CONSTRUCTION CONTRACTS**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant (offeror/prospective contractor) certifies, by submission of this offer or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant (offeror/prospective contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this offer or proposal.

Offeror/Contractor:

Name of Company

Signature of authorized representative:

Title: _____

Date: _____