NATIONAL RAILROAD PASSENGER CORPORATION DATE EXPIRES:

_____

TEMPORARY PERMIT TO ENTER FOR PRIVATE CAR INSPECTORS *(To be completed by Amtrak upon approval, for not longer than one year from date of Amtrak approval)*

ATTN:

1. TEMPORARY PERMISSION. Temporary permission is hereby granted to:

_____

(hereinafter called "Permittee") to enter property owned and/or controlled by National Railroad Passenger Corporation (hereinafter called "Railroad") for the purpose of:

_____

under the terms and conditions set forth below.

2. LOCATION AND ACCESS. (Give map reference, description or both – include city and state, or indicate that this Temporary Permit is applicable to all Railroad property.)

_____

(hereinafter called "Property").

3. INDEMNIFICATION. Permittee hereby releases and agrees to defend, indemnify and hold harmless Railroad, all commuter agencies and other railroads with rights to operate over Railroad property, station and terminal companies, as well as their respective officers, directors, employees, contractors, agents, servants, successors, assigns and subsidiaries (collectively the "Indemnified Parties"), irrespective of negligence or fault on the part of the Indemnified Parties, from and against any and all losses and liabilities, penalties, fines, demands, claims, causes of action, suits, and costs (including cost of defense and attorneys' fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of either or both of the following:

A. injury, death, or disease of any person, and/or

B. damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad

arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Permittee (as well as Permittee's employees, agents, contractors, subcontractors, or any other person acting for or by permission of Permittee) in connection with this Temporary Permit. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or any contractor or subcontractor and shall survive the termination or expiration of this Temporary Permit for any reason.

4. COMPENSATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to Railroad the sum of Two Hundred Fifty Dollars ($250.00) as compensation for the preparation of this Temporary Permit. This fee is to be paid upon Permittee's execution of this Temporary Permit and delivered to: Manager of Special Movements, CNOC, 15 S. Poplar Street, Wilmington, DE 19801.

5. STARTING OF USE OF PROPERTY. Permittee shall notify "Manager of Special Movements" or his/her designee, in writing, at least ten (10) working days before it desires to enter upon the Property. No entry upon the Property will be permitted until this Temporary Permit has been fully executed and specific written permission to enter upon the Property has been received by Permittee via electronic mail

from the Manager of Special Movements.

6. PERMITTEE ACTIVITIES. All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or facilities. In no event shall personnel, equipment or material cross a track(s) without special advance permission from the on-site "Amtrak General Foreman" or his/her designee. If, in the opinion of the Amtrak General Foreman or his/her designee, conditions warrant at any time, Railroad will provide flagging and/or other protection services at the sole cost and expense of Permittee.

7. CLEARANCES. All equipment and material of Permittee shall be kept away from the tracks by the distances set forth in "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which can be found on the Amtrak Private Car Website (https://www.amtrak.com/planning-booking/private-train-cars.html) and is incorporated herein , unless specifically otherwise authorized in writing by the Amtrak General Foreman or his/her designee. Permittee shall conduct all operations so that no part of any equipment or material can foul: an operating track; transmission, communication or signal line; or any other structure or facility of Railroad.

8. RESTORATION OF PROPERTY. Upon completion of its work, Permittee shall, at the option of Railroad, leave the Property in a condition satisfactory to Railroad or restore the Property to its original condition. This may include the restoration of any fences removed or damaged by Permittee.

9. TERM OF TEMPORARY PERMIT. The term shall commence on the date Railroad executes this Temporary Permit ("Execution Date"). Railroad will not execute this Temporary Permit until Railroad has received: payment of any fees/costs identified in section 1 hereof, payment of the fee set forth in section 4 hereof, satisfactory evidence of the insurance required pursuant to section 11 hereof, and the signature of the Permittee on this Temporary Permit. The term shall extend until the end of the period Railroad determines is necessary for Permittee to accomplish the purpose set forth in section 1 hereof; provided, however, Railroad reserves the right to revoke this Temporary Permit at any time for any reason, and in no event shall this Temporary Permit extend beyond one (1) year from the Execution Date. Under no circumstances shall this Temporary Permit be construed as granting to Permittee any right, title or interest of any kind in any property of Railroad.

10. SAFETY AND PROTECTION. All work on, over, under, within or adjacent to the Property shall be performed in accordance with the then-current document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which can be found on the Amtrak Private Car Website (https://www.amtrak.com/planning-booking/private-train-cars.html) and is incorporated herein. Failure to comply with Railroad's safety requirements and the then-current "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY" shall, at Railroad's option, result in immediate termination of this Temporary Permit, denial of future Temporary Permit requests by Permittee, and forfeiture of all funds paid to Railroad.

11. INSURANCE. Before Permittee commences any work on, over, under, within or adjacent to the Property, Permittee and its contractors (unless Permittee opts to provide the required coverage for them), shall furnish to Railroad's Manager Risk Management, 1 Massachusetts Avenue, N.W. Washington, DC 20001, evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS FOR TEMPORARY PERMIT TO ENTER FOR PRIVATE CAR INSPECTORS," a copy of which is attached hereto as Attachment A and incorporated herein.

12. SAFETY TRAINING CLASS. No person may enter upon Railroad property or within twenty-five (25) feet of the centerline of any track or energized wire until he/she has successfully completed Railroad's contractor orientation computer based safety training class, as noted in the "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY".

13. COMPLIANCE BY CONTRACTORS. Permittee shall take all steps necessary to ensure that its contractors and subcontractors comply with the terms and conditions of this Temporary Permit.

14. REIMBURSEMENT OF COSTS; PAYMENTS. Railroad shall not be responsible for any costs incurred by Permittee in relation to any matter whatsoever. Permittee is required to reimburse Railroad for all costs incurred by Railroad in relation to this Temporary Permit. Without limiting the foregoing, Permittee is required to reimburse Railroad for all costs incurred by Railroad in performing flagging and other protective services and in reviewing any plans, drawings or other submissions.

Railroad's costs, expenses and labor charges will be billed to Permittee at Railroad's then-current standard force account rates. Permittee understands that Railroad employees working under expired collective bargaining agreements may receive future, retroactive hourly wage increases for their work performed in support of Permittee's activities under this Temporary Permit. Upon payment to the applicable employees of retroactive hourly wage increases (and regardless of whether such payment is made during or after the term of this Temporary Permit), Railroad will invoice Permittee for, and Permittee will pay, the retroactive hourly wage increases, including the applicable overhead additives and benefit costs associated with the support services performed by Railroad.

Except as specified in section 4 hereof, all payments due from Permittee to Railroad under this Temporary Permit shall be due and payable within thirty (30) days from the date of invoice. Permittee shall have no right to set off against any payment due under this Temporary Permit any sums which Permittee may believe are due to it from Railroad for any reason whatsoever. In the event that Permittee shall fail to pay, when due, any amount payable by it under this Temporary Permit, Permittee shall also pay to Railroad, 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. Railroad also has the right to suspend its support services, without penalty, until Permittee has paid all past due amounts with accrued interest. All payments due from Permittee to Railroad hereunder shall be: (a) made by check drawn from currently available funds; (b) made payable to National Railroad Passenger Corporation; and (c) delivered to the address indicated on the invoice. (However, the permit fee referenced in section 4 hereof shall be delivered to Railroad at the address set forth in section 4 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit for any reason.

15. ENVIRONMENTAL AND GEOTECHNICAL TESTS AND STUDIES. Permittee shall not perform any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) unless specifically identified and authorized in section 1 hereof. If any such tests or studies are performed, Permittee shall promptly furnish to Railroad, at no cost, a copy of the results including any reports or analyses obtained or compiled. Except as may be required by applicable law or as authorized by Railroad in writing, Permittee shall not disclose the results of any such tests or studies to anyone other than Railroad or Permittee's client. Failure to comply with the provisions of this clause shall, at Railroad's option, result in immediate termination of this Temporary Permit, forfeiture of all compensation paid Railroad therefor, and pursuance of any other remedies (at law or in equity) that may be available to Railroad. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

16. SEVERABILITY. If any provision of this Temporary Permit is found to be unlawful, invalid or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remainder of the Temporary Permit.

17. GOVERNING LAW. This Temporary Permit shall be governed by and construed under the laws of the District of Columbia and pursuant to 49 USC 28103(b) which precludes and preempts any other federal or state laws. All legal proceedings in connection with any dispute arising under or relating to this Temporary Permit shall be brought in the United States District Court for the District of Columbia.

*AGREED TO AND ACCEPTED BY PERMITTEE:

By: _____
(signature)

Title: _____
Must be an Owner/Partner or duly authorized representative

Date: _____

* By signing this Temporary Permit, Permittee certifies that this document has not been altered in any manner from the original version as submitted by Railroad.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
(signature)

Title: Manager of Special Movements

Date: _____
Execution Date

ATTACHMENT A
INSURANCE REQUIREMENTS FOR
TEMPORARY PERMIT TO ENTER FOR PRIVATE CAR INSPECTORS
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
WASHINGTON TERMINAL COMPANY (WTC)
January 1, 2019

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiary, Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter for Private Car Inspectors, as well as its officers, directors, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter for Private Car Inspectors or other such agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost, the types of insurance specified below:

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage shall have the following minimum limits of coverage:

Amount	Description
$1,000,000	Each Accident
$1,000,000	Disease Policy Limit
$1,000,000	Disease Each Employee

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all Operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and with no exclusions for Explosion/Collapse/ Underground (X-C-U). Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

This policy shall have the following minimum limits of coverage:

Amount	Description
$2,000,000	Each Occurrence
$2,000,000	Annual Policy Aggregate
$2,000,000	Products and Completed Operations

In addition, the following shall apply:

A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.

B. The policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall have limits not less than required by the laws of the jurisdiction in which the vehicles are operated.

In addition, the following shall apply:

A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.
C. In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to **$5** million each occurrence.

4. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.

MISCELLANEOUS

1. **General**

A. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed.
B. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates.
C. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed.
D. Unless noted otherwise herein, all insurance shall remain in force until all Operations are satisfactorily completed and all Contractor personnel and equipment have been removed from Railroad property, or, for the full Term of this Temporary Permit to Enter for Private Car Inspectors, whichever is longer.
E. Contractor may provide for the insurance coverages with such deductible or retained amount as Amtrak may approve from time to time, except, however, that Contractor shall, at its sole cost, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force.
F. Contractor's failure to comply with the insurance requirements set forth in these Insurance Requirements shall constitute a violation of the Agreement and shall, at Railroad’s option,

result in immediate termination of this Temporary Permit, denial of future Temporary Permit requests by Permittee, and forfeiture of all funds paid to Railroad.

2. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Amtrak (and, as appropriate, WTC) and their agents, officers, directors, and employees. The waiver must be stated on the certificates of insurance.

3. **Reserved.**

4. **Claims-Made Insurance** If any liability insurance specified herein shall be provided on a claims-made basis then, in addition to coverage requirements above, the following shall apply:

   A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
   B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
   C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above for at least three (3) years following completion of Operations; and
   D. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

5. **Evidence of Insurance**

   A. Contractor shall submit to Amtrak certificates of insurance evidencing the required insurance. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within thirty (30) days of Amtrak's written request.
   B. Contractor shall furnish evidence of insurance as specified herein at least fifteen (15) days prior to commencing Operations. The fifteen (15) day requirement may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak.
   C. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies.
   D. ALL INSURANCE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ON THE RAILROAD IN ORDER TO FACILITATE PROCESSING.
   E. Evidence of insurance coverage shall be sent to:

      Amtrak
      Manager Risk Management
      1 Massachusetts Avenue, N.W.
      Washington, DC 20001