



ANACOSTIA RIVERWALK TRAIL - KENILWORTH TRAIL SECTION

SCHEDULE OF QUANTITIES BY JURISDICTION

Contract ID: DCKA-2013-B-0032 FAP (DC): CM-8888(431) FAP (MD): MD88431

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
000 003	Employee Training	HR	4,000		4,000
108 002	Progress Photographs	LS	0.8	0.2	1
108 004	As-Built Drawings	LS	0.8	0.2	1
108 999	Maintenance of Railroad Traffic	LS	1		1
201 002	Clear and Grub	LS	0.64	0.36	1
202 002	Common Excavation	CY	6,000	1,900	7,900
202 004	Hard Surface Pavement Excavation	CY	1,550	150	1,700
202 996	Management of Excavation Water	LS	1		1
202 997	Disposal of Contaminated Water	GAL	50,000		50,000
202 998	Excavated Soil Management	CY	200		200
202 999	Contaminated Soil Disposal	TON	300		300
204 004	Borrow Embankment Fill	CY	5,000	220	5,220
205 002	Structure Excavation	CY	596	156	752
205 006	Cofferdam	LS	0.78	0.22	1
206 002	Structure Backfill	CY	442	24	466
209 002	Aggregate Base Course	CY	17,000	500	17,500
209 989	Aggregate - Topsoil Mix	CY	400	15	415
209 990	Stone Dust	CY	230	70	300
211 002	Scarifying	SY	855		855
212 002	Test Pit	EACH	20	5	25
213 002	Geosynthetic Stabilized Subgrade using Graded Aggregate Base	CY	3,000	1,100	4,100
213 997	Geogrid Type 1	SY	20,500		20,500
213 998	Geogrid Type 2	SY	20,000		20,000
213 999	Geotextile Separation Fabric	SY	18,000		18,000
311 022	Rebuild Sewer-Water Manhole	VLF	30		30
311 998	Trench Grate	LF	120		120
311 999	Clean Storm Drain Structure	EACH	10		10

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
314 044	PCC Pipe, Class IV, Gasket, 12 Inch	LF	460	40	500
314 046	PCC Pipe, Class IV, Gasket, 15 Inch	LF	86		86
314 052	PCC Pipe, Class IV, Gasket, 24 Inch	LF	19		19
314 995	12" PCC End Section	EACH	34	4	38
314 996	15" PCC End Section	EACH	4		4
314 997	24" PCC End Section	EACH	2		2
314 998	Clean Storm Drain Pipe	LF	500		500
314 999	Level Spreader	EA	7		7
402 002	Superpave Base Course, 19 mm	TON	1,900	225	2,125
402 010	Superpave Surface Course, 9.5 mm	TON	2,400	225	2,625
501 002	Reinforced PCC Pavement	CY	5		5
504 002	PCC Driveway-Alley Entrance	CY	20		20
602 999	Stone Masonry Veneer Seat Wall	LF	116		116
604 006	Stone Foundation Protection	TON	28	5	33
606 002	Pavement Profiling (Milling)	SY	4,100		4,100
607 014	Vinyl Clad Chain Link Fence, 6 Ft. Ht.	LF	670		670
607 997	16 Foot Access Gate	EACH	1		1
607 998	28 Foot Access Gate	EACH	1		1
607 999	Ornamental Safety Fence	LF	160		160
608 004	PCC Sidewalk, 4 Inch	SY	750		750
608 010	Exposed Aggregate Sidewalk, 6 Inch	SY	140		140
608 999	Integral Color Concrete, Stamp, Texture, and Formliner; 6" depth	SY	711		711
609 008	PCC Curb and Gutter, 15 to 18 Inch Depth	LF	6,500		6,500
609 014	PCC Circular Curb and Gutter, 13 to 15 Inch Depth	LF	65		65
609 022	PCC Circular Curb, 15 to 18 Inch Depth	LF	410		410
609 036	PCC Gutter	CY	40		40
609 040	PCC Circular Curb for Alley-Drive Entrance	LF	20		20
609 086	Reset Stone Curb	LF	20		20
609 200	PCC Wheelchair/Bicycle Ramp - New Construction	EACH	4		4
609 202	PCC Wheelchair/Bicycle Ramp - Existing Construction	EACH	16		16

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
610 014	Erosion Control Matting	SY	250		250
610 054	Topsoil	CY	1,257	100	1,357
610 060	Mulch	SY	44		44
611 086	Bollard	EACH	1		1
611 094	Park Benches	EACH	2		2
611 537	Ilex opaca (American Holly) 8 - 10 Ft. Ht., B&B	EACH	22	5	27
611 585	Juniperus virginiana (Eastern Redcedar) 6 - 8 Ft. Ht., B&B	EACH	12		12
611 624	Liquidambar styraciflua (American Sweetgum) 2" Cal., B&B	EACH		16	16
611 633	Liriodendron tulipifera (Tuliptree) 3 - 3 1/2 Inch Cal., B&B	EACH	12	8	20
611 704	Nyssa Sylvatica 'Forum' (Black Gum) 2" cal., B&B	EACH		16	16
611 780	Platanus occidentalis (Sycamore) 1 3/4 - 2 Inch Cal., B&B	EACH	5		5
611 815	Quercus alba (White Oak) 2" cal., B&B	EACH		16	16
611 853	Quercus phellos (Willow Oak) 3 - 3 1/2 Inch Cal., B&B	EACH	7	5	12
611 127	Invasive Species Management	SY	30,000	10,000	40,000
611 128	Acer Rubrum 'Brandywine' (Red Maple) 2" cal., B&B	EACH		16	16
611 129	Carya alba (c. Tomentosa) (Mockernut Hickory) 2" cal., B&B	EACH		16	16
611 130	Celtis Occidentalis (Hackberry) 2" cal., B&B	EACH		16	16
611 131	Cercis canadensis (Eastern Redbud) 3/4" cal., Cont.	EACH		63	63
611 132	Cornus florida (Flowering Dogwood) 3/4" cal., Cont.	EACH		63	63
611 133	Galutheria procumbens (Eastern Teaberry) 1 gal. Cont.	EACH		52	52
611 134	Gaylussacia frondosa (Blue Huckleberry) 2 gal. Cont. 18" - 24" hgt.	EACH		52	52
611 135	Juniperus virginiana (Eastern Redcedar) 2 gal. Cont. 36" hgt.	EACH		52	52
611 136	Prunus virginiana (Choke Cherry) 3/4" cal., Cont.	EACH		63	63
611 137	Quercus marilandica (Blackjack Oak) 3/4" cal., Cont.	EACH		63	63
611 138	Quercus rubra (Northern Red Oak) 2" cal., B&B	EACH		16	16
611 139	Rhododendron peridymeniodes (Pink Azalea) 2 gal. Cont. 18" - 24" hgt.	EACH		52	52
611 140	Vaccinium corymbosum (Highbush Blueberry) 2 gal. Cont. 36" hgt.	EACH		52	52
611 141	Viburnum dentatum 'Cardinal' (Arrowwood Viburnum) 2 gal. Cont. 36" hgt.	EACH		52	52
611 142	Acer Rubrum 'Brandywine' (Red Maple) 3" - 3 1/2" cal.	EACH	10	5	15
611 143	Aesculus parviflora (Bottlebrush Buckeye) 5' Ft. Ht., #20 Cont.	EACH	29	18	47

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
611 144	Amelanchier canadensis (Shadblow Serviceberry) 5 Ft. Ht. , Container	EACH	16	7	23
611 145	Amelanchier laevis (Serviceberry) 6 - 8 Ft. Ht., B&B	EACH	16	20	36
611 146	Asminia triloba (Paw Paw Tree) 5' HT 3-gal cont.	EACH	10	12	22
611 147	Betula nigra 'Dura Heat' (River Birch), 10-12' ht. B&B	EACH	17	6	23
611 148	Carpinus caroliniana (Musclewood) 2-2-1/2" cal. B&B	EACH	18	11	29
611 149	Carex flacca 'Blue Zinger', Blue Zinger Glaucous Sedge,,,plug	EACH	148		148
611 151	Ceanothus americanus, New Jersey Tea	EACH	85	91	176
611 152	Cercis canadensis (Eastern Redbud) 6 - 8 Ft. Ht., B&B	EACH	25	17	42
611 153	Clethra alnifolia, Summersweet, 18" - 24", #3 Cont.	EACH	36	17	53
611 154	Coreopsis verticillata 'Moonbm', Moonbm Coreopsis,, #1 Cont., 12" spacing	EACH	468		468
611 155	Cornus amomum (Silky Dogwood) 3-5' ht., Container	EACH	35	14	49
611 156	Cornus baileyi, Red Twig Dogwood, 18" ht., #5 Cont.	EACH	65		65
611 157	Diospyros virginian (Persimmon) 4-5' ht. Container,	EACH	12	12	24
611 158	Eragrostis spectabilis, Purple Love Grass,,,plug,	EACH	187		187
611 159	Festuca glauca 'Elijah Blue', Elijah Blue Common Blue Fescue,,,#1 Cont.,	EACH	342		342
611 160	Gaultheria procumbens, Wintergreen,, 1 qt., Cont.Plugs, 12" spacing	EACH	518		518
611 161	Hydrangea arborescens 'NCHA1' Invincible Spirit, Wild Hydrang 18" ht., #5 Cont.	EACH	27		27
611 162	Ilex glabra 'Shamrock', Inkberry Holly, 2.5' - 3' ht., #7 Cont.	EACH	150	52	202
611 163	Itea virginica 'Henry's Garnet', Virginia Sweetspire, 15" - 18" ht., #3 Cont.	EACH	60		60
611 164	Liquidambar styraciflua (American Sweetgum) 2 1/2 - 3 Inch Cal., B&B	EACH	1		1
611 165	Liquidambar styraciflua (American Sweetgum, small) 3-4' height, #3 Container	EACH	16	4	20
611 166	Liriope spicata, Lirope,,, #1 Cont.,	EACH	157		157
611 167	Nyssa Sylvatica 'Forum' (Black Gum) 2 1/2" - 3 cal. #25 Container	EACH	12	1	13
611 168	Nyssa sylvatica. small (Black Gum, small) 4-5 Ft. Ht., #7 container	EACH	10	14	24
611 169	Platanus occidentalis (Sycamore, small) 4-5' ht. Container	EACH	11	16	27
611 170	Quercus rubra (Northern Red Oak) 3 - 3 1/2 Inch Cal., B&B	EACH	13		13
611 171	Quercus rubra (Northern Red Oak, small) 4-5' ht., #7 Container	EACH	8	17	25
611 172	Rhus aromatica 'Grow Lo', Grow Low Sumac,, #5 Cont., 36" Spacing	EACH	108		108
611 173	Salix nigra (Black Willow) 5'. Ht., Container	EACH		7	7
611 174	Sambucus nigra 'Black Beauty', Elderberry, 24" ht., #5 Cont.	EACH	31	3	34

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
611 175	Schizachyrium scoparium, Little Bluestem,,,#1 Cont.,12" spacing	EACH	180		180
611 176	Sedum ternatum 'Larinem Park', Stonecrop,,,,,99 in trays of 32	EACH	254		254
611 177	Tiarella cordifolia 'Oaklf', Foamflower,, ,#2 Cont.,	EACH	90		90
611 178	Thelypteris noveboracensis, New York Fern,,3 qt.,,12" spacing	EACH	165		165
611 179	Viburnum acerifolium, Mapleleaf Viburnum, 18" - 24" ht., #3 Cont.	EACH	103	8	111
611 180	Viburnum dentatum 'Cardinal', Arrowwood Viburnum,24" ht.,#5 Cont.	EACH	30	16	46
611 181	Woodland Seed Mix 1	SY	16,000	15,850	31,850
611 182	Meadow Seed Mix 2	SY	30,000	7,500	37,500
611 183	Meadow Seed Mix 3	SY	30,000	7,500	37,500
611 184	Turf Seed Mix 4	SY	500		500
611 185	3" Shredded Leaf Mold for Planting Areas	CY	750	375	1,125
611 186	Shredded Hardwood Mulching, 3-inch layer	SY	162		162
611 187	Tree and Shrub Animal Protection, Tree Sleeve	EACH	311	535	846
611 188	Tree and Shrub Animal Protection, Deer Protection - Shrub	EACH	178	498	676
611 189	In Ground Mount Hoop Bicycle Rack	EACH	2		2
611 190	Soil Amendment and Restoration for Reforestation Areas	AC	0	0.62	0.62
611 192	Project Arborist Services	LS	0.80	0.20	1
611 193	Tree Protection Fence	LF	21,000	3,700	24,700
611 194	Tree Protection Signs	EACH	125	25	150
611 195	Root Pruning	LF	11,000	3,500	14,500
611 196	Super Sonic Air Tool/Soil Vacuum Trenching	UD	15	3	18
611 197	Supplemental Watering	GAL	37,000	10,000	47,000
611 198	Pruning Trees	LS	0.75	0.25	1
611 199	Supplemental Tree Fertilization	GAL	2,250	500	2,750
612 002	Mobilization	LS	0.76	0.24	1
616 001	Maintenance of Highway Traffic	LS	1		1
616 006	Remove Lane Markings	SF	570		570
616 008	Temporary Construction Sign Supports	EACH	30		30
616 110	Portable Changable Message Sign	EACH	2		2
616 012	Construction Warning and Detour Signs	SF	450	25	475

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
616 024	Type III PVC Barricade	EACH	4	1	5
616 028	Traffic Drums	EACH	75		75
616 040	Thermoplastic Pavement Marking, 4 Inch	LF	7,310		7,310
616 042	Thermoplastic Pavement Marking, 4 Inch Dash	LF	3,780		3,780
616 044	Thermoplastic Pavement Marking, 6 Inch	LF	673		673
616 050	Thermoplastic Pavement Marking, 12 Inch	LF	69		69
616 054	Thermoplastic Pavement Arrow	EACH	2		2
616 061	Painted Lane Marking, 4 Inch	LF		524	524
616 986	Preformed Pavement Marking, 4 Inch	LF	248	126	374
616 987	Thermoplastic Trail Crosswalk	EACH	10		10
616 988	Thermoplastic Pavement Symbol - Bike Lane	EACH	5		5
616 989	Thermoplastic Pavement Symbol - Shared Lane	EACH	14		14
616 990	Thermoplastic Pavement Marking, 24 Inch	LF	81		81
618 002	Electrical Work	LS	1		1
618 016	Furnish and Install 36" X 36" X 36" Mahnole	EACH	1		1
618 054	Repair Electrical Manhole/Handhole	Each	9		9
618 072	Furnish and Install 1-2" Schedule 40 Rigid PVC Conduit	LF	35		35
618 100	Furnish and Install 1-4" Schedule 40 Rigid PVC Conduit	LF	1,615		1,615
618 190	Furnish and Install #10 Stranded Wire	LF	840		840
618 196	Furnish and Install #8 Stranded Wire	LF	4,545		4,545
618 250	Furnish and Install #0000 Stranded Wire	LF	480		480
618 256	Furnish and Install 250 KCMIL Stranded Wire	LF	4,785		4,785
618 292	Furnish and Install #8 Stranded Ground Wire	LF	380		380
618 298	Furnish and Install #6 Stranded Ground Wire	LF	1,565		1,565
618 310	Furnish and Install #2 Stranded Ground Wire	LF	160		160
618 394	Furnish and Install 15" B.C. Street Light Foundation	EACH	2		2
618 436	Furnish and Install 15" B.C. Steel Transformer Base	EACH	2		2
618 910	Furnish and Install Ground Rod	EACH	5		5
618 986	Furnish and Install 13W LED Underpass Luminaire	EACH	12		12
618 987	Furnish and Install Streetlight Circuit Control Cabinet w/ Dimmer Control	EACH	2		2

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
618 988	Furnish and Install Foundation for Streetlight Circuit Control Cabinet	EACH	2		2
618 989	Furnish and Install 20' Steel Pole with Photocell	EACH	2		2
618 990	Furnish and Install NEMA 4 Junction Boxes on Structure	EACH	14		14
618 998	Payment to PEPCO for connection and disconnection of service to streetlights and traffic signals	LS	1		1
620 002	Timber Ground Mounted Sign Post, 4x4 Inch	LF	1,641	104	1,745
620 004	Timber Ground Mounted Sign Post, 4x6 Inch	LF	60		60
620 014	Traffic Sign Panels	SF	501	23	524
620 032	Remove Existing Ground Mounted Sign	SF	49		49
620 888	Fingerboard Sign Post	EACH	50	9	59
620 889	Fingerboard sign panel SN-1	EACH	4		4
620 890	Fingerboard sign panel SN-2	EACH	24		24
620 891	Fingerboard sign panel A1	EACH	120		120
620 892	Fingerboard sign panel A2	EACH	54		54
620 893	Fingerboard sign panel B1	EACH	76		76
620 894	Fingerboard sign panel B2	EACH	43	9	52
620 895	Trail Guide & Field Identification Sign Post Assembly	EACH	90	2	92
620 896	45cm sign panel (single sided)	EACH	31		31
620 897	45cm sign panel (double sided)	EACH	14	1	15
620 898	Area Identification Sign Post Assembly	EACH	36		36
620 899	Area Identification Sign Panel	EACH	18		18
624 002	Engineer's Field Facilities	LS	1		1
625 002	Field Layout	LS	0.80	0.20	1
628 002	Erosion and Sediment Control	LS	0.89	0.11	1
700 996	Prefabricated Pedestrian Bridge S1	LS	1		1
700 997	Prefabricated Pedestrian Bridge S2	LS	1		1
700 998	Prefabricated Pedestrian Bridge S3	LS		1	1
700 999	Prefabricated Pedestrian Bridge S5	LS	1		1
701 044	Quick Load Test	EACH	3	2	5
701 062	Caisson (No Bell) 42 inch	LF	2,460	830	3,290
701 994	Steel Sheet Pile Wall	SF	8,600	2,400	11,000

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY		
			DC	MD	TOTAL
701 995	Crosshole Sonic Log Test	EACH	5	2	7
701 996	Helical Screw Pile for S1	LS	1		1
701 997	Helical Screw Pile for S3	LS		1	1
701 998	Helical Screw Pile for S5	LS	1.00		1
701 999	Helical Screw Pile for S6	LS	0.39	0.61	1
702 002	Subfoundation Work Mat Concrete	CY	22	5	27
703 002	PCC Footing	CY	204		204
703 004	Tremie Concrete	CY	350		350
703 006	PCC Pier, Abutment, Wall	CY	415	158	573
703 008	PCC Superstructure	CY	285	160	445
704 004	Epoxy Coated Reinforcement Bars	LBS	124,000	47,000	171,000
709 998	Extensions Bridge Railing	LF	120	72	192
709 999	42" Combination Timber and Steel Railing	LF	1,405	899	2,304

General Decision Number: DC130001 07/12/2013 DC1

Superseded General Decision Number: DC20120001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines);
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	01/25/2013
3	02/22/2013
4	05/10/2013
5	06/07/2013
6	06/21/2013
7	06/28/2013
8	07/05/2013
9	07/12/2013

ASBE0024-001 10/01/2012

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 33.13	13.60

ASBE0024-002 10/01/2012

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 20.86	5.61

ASBE0024-005 10/01/2012

Rates	Fringes
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Fire Stop Technician.....\$ 26.06 6.05

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BOIL0193-001 10/01/2009

	Rates	Fringes
Boilermakers:.....	\$ 37.66	16.36

BRDC0001-001 04/30/2013

	Rates	Fringes
Bricklayer.....	\$ 28.17	8.03

BRMD0001-004 04/29/2013

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 35.52	8.24

CARP0132-001 05/01/2013

	Rates	Fringes
Carpenter/Lather.....	\$ 26.81	8.13
Piledriver.....	\$ 26.62	8.15

CARP1831-001 04/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 27.96	12.20

CARP2311-002 05/01/2013

	Rates	Fringes
DIVER TENDER.....	\$ 29.00	8.15
DIVER.....	\$ 37.74	8.15

ELEC0026-001 06/03/2013

	Rates	Fringes
Electricians.....	\$ 40.65	14.42

ELEC0026-008 07/01/2003

	Rates	Fringes
Motor Repairmen		
Removal and reinstallation of electrical motors.....	\$ 23.69	7.73+3%+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King Jr.'s Birthday,
Inauguration Day, Memorial Day, Fourth of July, Labor Day,
Veterans Day, Thanksgiving Day, the day after Thanksgiving
and Christmas Day or days designated as legal holidays by
the Federal Government.

ELEC0070-001 05/06/2013

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 33.00	19%+5.00
Equipment Operators.....	\$ 33.00	19%+5.00
Groundman.....	\$ 15.35	19%+5.00
Linemen.....	\$ 33.00	19%+5.00
Truck Driver.....	\$ 17.45	19%+5.00

ENGI0077-001 05/01/2012

	Rates	Fringes
Power equipment operators: (HEAVY AND HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 32.94	8.23+a+b
GROUP 2.....	\$ 31.91	8.23+a+b
GROUP 3.....	\$ 31.43	8.23+a+b
GROUP 4.....	\$ 30.70	8.23+a+b
GROUP 5.....	\$ 28.61	8.23+a+b
GROUP 6.....	\$ 23.93	8.23+a+b
GROUP 7.....	\$ 33.32	8.23+a+b

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Tower Cranes and Cranes 100 ton and over.

GROUP 2: 35 ton cranes & above, tower & climbing cranes,
derricks, concrete boom pump, drill rigs (equivalent to L &
Double L), mole.

GROUP 3: Backhoes, cableways, cranes, cherry pickers,
elevating graders, hoists, paving mixers, power
shovels, tunnel shovels. batch plants, shields, tunnel
mining machines, gradalls, front end loaders, 3 1/2 cu.
yds. and above, power driven wheel scoops and scrapers (50
cu. yds. struck capacity or above), rail tamper, draglines,
boomcat, mucking machines, graders in tunnels, pile driving
engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom trucks,
hydraulic backhoes 1/2 yds. capacity or below rubber or
track mounted, tug boats, power driven wheel scoops &

scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 5: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 6: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.

GROUP 7: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

 ENGI0077-002 06/01/2013

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 27.49	7.00
GROUP 2.....	\$ 24.50	7.00
GROUP 3.....	\$ 21.04	7.00
GROUP 4.....	\$ 18.95	7.00
GROUP 5.....	\$ 28.15	6.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

 ENGI0077-003 07/01/2012

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		

GROUP 1.....	\$ 23.65	7.05+a
GROUP 2.....	\$ 23.25	7.05+a
GROUP 3.....	\$ 22.74	7.05+a
GROUP 4.....	\$ 22.42	7.05+a
GROUP 5.....	\$ 21.60	7.05+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull, Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic Tamber and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concrete Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines, Well Points, Firemen.

GROUP 5: Oiler

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Martin Luther King's Birthday.

* IRON0005-001 06/01/2013

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 30.00	16.04

IRON0201-001 05/01/2012

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 26.50	16.68

LABO0657-003 06/01/2012

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 22.23	6.83
GROUP 2.....	\$ 22.59	6.83
GROUP 3.....	\$ 22.79	6.83
GROUP 4.....	\$ 22.96	6.83
GROUP 5.....	\$ 23.45	6.83
GROUP 6.....	\$ 24.08	6.83
GROUP 7.....	\$ 24.68	6.83
GROUP 8.....	\$ 25.49	6.83

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equal, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)

GROUP 8: Licensed powdermen.

LABO0657-004 06/01/2012

Rates Fringes

Laborers: (HAZARDOUS WASTE
REMOVAL, EXCEPT ON MECHANICAL
SYSTEMS:
Preparation for, removing and
encapsulation of hazardous
materials from non-mechanical

systems)

Skilled Asbestos Abatement Laborers.....	\$ 18.21	6.83
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 21.53	6.83

LABO0657-005 06/01/2012

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 23.04	6.83
GROUP 2.....	\$ 23.77	6.83
GROUP 3.....	\$ 25.61	6.83
GROUP 4.....	\$ 26.40	6.83

LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers-Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 06/01/2012

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		
Gauge Pressure Work Period		
(Pounds) (Hours)		
1-14 7.....	\$ 30.32	6.83
14-18 6.....	\$ 35.66	6.83

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

LABO0657-007 06/01/2010

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		

Asphalt Raker & Concrete		
Saw Operator.....	\$ 18.42	4.90
Asphalt Shoveler.....	\$ 17.84	4.90
Asphalt Tammer & Concrete		
Shoveler.....	\$ 18.09	4.90
Jack Hammer.....	\$ 18.51	4.90
Laborer.....	\$ 17.70	4.90
Sand Setter & Form Setter...	\$ 19.10	4.90

LABO0657-008 06/01/2012

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.58	6.83
Scaffold Builders, Mortarmen.....	\$ 16.51	6.83

MARB0002-003 05/01/2012

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 33.08	14.59

MARB0003-001 05/01/2011

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 25.29	9.89
Terrazzo Worker.....	\$ 26.04	9.89

MARB0003-004 05/01/2011

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.48	8.74

PAIN0051-001 06/01/2013

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 29.18	8.91
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 32.66	8.91
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.89	8.91
Metal Polishing and Refinishing.....	\$ 25.89	8.91

 PLAS0891-001 05/01/2010

	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 27.15	9.58

 PLAS0891-002 06/01/2011

	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 19.56	5.68
Concrete Saw Operators.....	\$ 19.56	5.68
Form Setters.....	\$ 19.56	5.68

 PLUM0005-001 08/01/2012

	Rates	Fringes
Plumbers.....	\$ 38.17	15.75+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

 PLUM0602-005 08/01/2012

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 37.62	18.07+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

 SHEE0100-001 07/01/2013

	Rates	Fringes
Sheet Metal Worker.....	\$ 39.93	15.38

 TEAM0639-001 06/01/2012

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 21.50	2.00+a
Truck Drivers.....	\$ 19.50	2.00+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

TEAM0639-005 06/01/2012

Rates Fringes

Truck drivers: (PAVING &
INCIDENTAL GRADING)

 All paving projects where
 the grading is incidental
 to the paving.....\$ 19.50 2.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually
each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

 WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**CONSTRUCTION PHASE AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
THE DISTRICT OF COLUMBIA**

This Construction Phase Agreement (“Agreement”) effective this 27 day of JUNE, 2013 (the “Effective Date”), is made by and between **National Railroad Passenger Corporation**, a corporation organized under Part C of Subtitle V of Title 49 of the United States Code (formerly the Rail Passenger Service Act), and the laws of the District of Columbia, having its principal offices located at 60 Massachusetts Avenue, N.E., Washington, DC 20002 (“Amtrak”), and the **District of Columbia** (“the District”), a municipal corporation acting by and through the District Department of Transportation (“DDOT”) with its principal offices located at 55 M Street, SE, 5th Floor, Washington, DC 20003 (hereinafter collectively referred to as the “Parties”).

WHEREAS, Amtrak operates intercity passenger rail service over a rail line located within the District of Columbia; and

WHEREAS, Amtrak owns certain rail lines within the District of Columbia which are maintained and operated by Amtrak; and

WHEREAS, said rail line uses Bridge #131.75 (also known as the Magruder Bridge) to traverse the Anacostia River; and

WHEREAS, Amtrak owns Bridge #131.75 and the associated right-of-way; and

WHEREAS, DDOT plans to construct a multi-use trail known as the Kenilworth Section of the Anacostia Riverwalk Trail Project, a portion of which would be constructed immediately adjacent to and below Bridge #131.75 between the east bridge abutment and the Anacostia River (the “Project”); and

WHEREAS, Amtrak and the District entered into a Design Phase Agreement, dated November 2, 2012 (“Design Phase Agreement”), pursuant to which Amtrak and the District agreed to certain terms and conditions relating to the design phase of the Project; and

WHEREAS, the Design Phase Agreement contemplated that there would be a separate agreement to govern the construction of the Project (collectively, the “Construction Phase”); and

WHEREAS, the District will inform Amtrak when the design phase of the Project has been completed, which completion will be subsequent to Amtrak’s approval of the District’s plans, drawings and specifications for the Project; and

WHEREAS, DDOT expects that the Construction Phase of the Project will be completed with funds to be received by the District in a U.S. Department of Transportation Federal Highway Administration TIGER grant (“Grant”); and

WHEREAS, the Construction Phase of the Project will be supervised, monitored, managed, and operated by DDOT; and

WHEREAS, construction of the Project will require various assistance from Amtrak; and

WHEREAS, all work arising out of or connected with the Project must be closely and safely integrated with Amtrak's operations and the operations of any other railroads that operate in the Project area so as not to impede or interfere with said safe operations; and

WHEREAS, the District desires that Amtrak perform various services as set forth herein during the Construction Phase of the Project; and

WHEREAS, the District has agreed to reimburse Amtrak for the cost of its services to be performed in connection with the Project; and

WHEREAS, the Parties have agreed to more fully set forth in detail the work, material, equipment, and labor for the additional services to be performed by Amtrak, and the costs thereof.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Definitions.

The following words and phrases, when used in this Agreement, shall have the meaning ascribed to them in this Section 1, unless otherwise specified herein.

“Amtrak” means **National Railroad Passenger Corporation**, a corporation organized under Part C of Subtitle V of Title 49 of the United States Code (formerly the Rail Passenger Service Act), and the laws of the District of Columbia, having its principal offices located at 60 Massachusetts Avenue, N.E., Washington, DC 20002.

“Approved Plans” means all Prior Approved Plans together with any Amtrak approved Changes.

“Changes” means any changes made to the Prior Approved Plans that represent (i) physical changes or other improvements, either temporary or permanent (other than minor changes), within the Leased Premises, appurtenances thereto, or to facilities adjacent to, on, under or over Amtrak's tracks or the Leased Premises; and (ii) any other improvement that would otherwise adversely impact the Leased Premises, Amtrak Bridge # 131.75, or Amtrak-owned or controlled infrastructure or the functioning or operation of Amtrak tracks or the safety and security of any Amtrak operation or train service. Changes may include, but are not limited to, proposed modifications to the Project that will or has the potential to adversely impact the functioning or operation of Amtrak infrastructure; the safety and security of any Amtrak operation or train service, or Amtrak's ability to inspect, maintain or replace Bridge #131.75, the removal and replacement of such things as poles, wires, signs, signals, or trackage owned by Amtrak

or otherwise within the Leased Premises and changes to clearances, retaining walls and adjacent slopes, foundational columns, footings, bracings or supports for the Project located in the Leased Premises.

“Construction Phase” shall have the meaning ascribed to it in the 7th **WHEREAS** clause.

“DDOT” means the District Department of Transportation.

“DDOT/Contractor Agreement” shall have the meaning ascribed to it in Section 12 hereof.

“Design Phase Agreement” shall have the meaning ascribed to it in the 6th **WHEREAS** clause.

“District” means the **District of Columbia**, a municipal corporation.

“Effective Date” means the date entered into the opening paragraph of this Agreement when the last party executed this Agreement.

“Grant” shall have the meaning ascribed to it in the 9th **WHEREAS** clause.

“Lease” means the lease executed by Amtrak and the District covering the Amtrak property to which the District needs access in order to construct and maintain the Project.

“Leased Premises” shall have the meaning ascribed to it in the Lease.

“Overhead Schedule” means Amtrak’s overhead rates, including General and Administrative (G&A), as of the Effective Date as set forth in **Exhibit B** hereof.

“Prior Approved Plans” means all plans, drawings and specifications for the Project that were approved by Amtrak pursuant to the Design Phase Agreement which are described on Schedule 1 annexed hereto and made a part hereof, and which were approved by Amtrak prior to the introduction of any Changes.

“Project” means the construction of a multi-use trail known as the Kenilworth Section of the Anacostia Riverwalk Trail Project, a portion of which would be constructed immediately adjacent to and below Bridge #131.75 between the east bridge abutment and the Anacostia River.

“Schedule of Monthly Payments” or “Schedule” means a schedule, attached to **Exhibit A as Attachment 1**, of the monthly payments to be made by DDOT to Amtrak based on the estimated costs associated with the scope of work for the Project.

“Services” shall have the meaning ascribed to it in Section 2 hereof.

2. **Services to be Provided by Amtrak.**

Amtrak shall perform (or have performed by third parties) without limitation the following services: (a) review and approval of any Changes to the Prior Approved Plans; (b) review and approve DDOT's contractor's site specific work plans and construction submittals that would otherwise adversely impact Amtrak property, Amtrak Bridge # 131.75, or Amtrak-owned or controlled infrastructure or the functioning or operation of Amtrak tracks or the safety and security of any Amtrak operation or train service; (c) inspection services; (d) services required for the protection of railroad traffic, such as flagging, power outages, track outages; (e) cost estimates; and (f) any additional related services that may be agreed upon by the Parties. These services are hereinafter collectively referred to as the "Services." Notwithstanding any other provision of this Agreement, no work on the Project: (1) within seventy-five feet (75') of Amtrak property and/or (2) that has the potential to adversely impact Amtrak property, Amtrak Bridge # 131.75, or Amtrak-owned or controlled infrastructure or the functioning or operation of Amtrak tracks or the safety and security of any Amtrak operation or train service, may be performed until all protection services required by Amtrak are in place.

3. Work to be Performed by the District.

The District, operating through DDOT, will be responsible for supervision, management and oversight of the Project, and will work with Amtrak to finalize design plans and specifications as needed. The District shall construct, or cause to be constructed, the Project in accordance with the terms of this Agreement, the Approved Plans, and applicable law; provided, however that no construction activities may begin until the Lease has been fully executed and returned to Amtrak. Additionally, once the District has awarded a contract to a selected contractor to construct the Project, the District will supervise, manage and provide technical advice to the contractor.

4. Reimbursement of Costs.

(a) The District agrees to reimburse Amtrak for all costs incurred by Amtrak in connection with the Services to be provided. Amtrak's cost estimate for the Services to be performed during the Construction Phase of the Project is attached hereto as **Exhibit A**. The provision of an estimate does not, however, limit the District's obligation to reimburse Amtrak for all costs actually incurred by Amtrak in connection with the Project. Such costs shall include, but not be limited to, the following:

(i) Direct labor and management costs for all assigned Amtrak employees for actual hours worked while performing Services under this Agreement, including but not limited to: any adjustments, allowances and arbitrary hours (e.g., time paid for hours not worked) in accordance with the then current existing labor agreements; travel costs; overnight accommodations (including boarding and lodging); travel time and mandatory rest time as the result of performing work hereunder; and Amtrak's overhead rates, including General and Administrative (G&A), as set forth in the Overhead Schedule.

(ii) Costs for all materials and supplies provided by Amtrak as required for performance of the Services. Any materials and supplies issued from Amtrak's

inventory shall be charged at Amtrak's inventory cost in effect at the time the material or supplies are issued, plus any actual shipping/ transportation costs and shipping/ transportation cost additives. Any materials and supplies procured by Amtrak (but not issued from Amtrak's inventory) shall be charged at Amtrak's actual cost incurred. Material handling and, as applicable, overhead rates set forth in the Overhead Schedule will be added to the cost of all materials and supplies issued from Amtrak's inventory or procured by Amtrak. The foregoing shall not apply with respect to any materials and supplies approved by Amtrak for procurement by the District's contractor for performance of the Services hereunder.

(iii) Costs for all third party contract services and for any related additional insurance. Costs will be billed at actual cost incurred, plus the applicable overhead rates set forth in the Overhead Schedule.

(iv) Costs for equipment, vehicles, work trains, wire trains, rolling stock and any other such items which are leased by Amtrak and required for performance of the Services shall be charged at the actual cost of the lease, plus the G&A overhead rates set forth in the Overhead Schedule.

(v) For Amtrak-owned equipment, vehicles, work trains and rolling stock, reimbursement shall be at the rates published in "Amtrak Rental Rates for Railroad Equipment," plus applicable overhead rates as set forth in the Overhead Schedule. For Amtrak-owned equipment, vehicles, work trains, wire trains and rolling stock not specifically itemized therein, reimbursement shall be based on a comparable market rate, plus the applicable overhead rates as set forth in the Overhead Schedule. Vehicles/equipment obtained through a GSA Schedule shall be construed as Amtrak-owned.

(vi) Set-up (mobilization/demobilization) costs and/or the cost of training of Amtrak employees to the extent required for this Project. Amtrak shall be reimbursed for the actual costs, plus the applicable overhead rates set forth in the Overhead Schedule.

(vii) Retroactive wage and benefit costs (i.e., adjustments made subsequent to performance of the Services) which shall be reimbursed based on the actual cost, plus all associated current overhead rates set forth in the Overhead Schedule. The District's obligation to reimburse Amtrak for such retroactive costs shall survive termination of this Agreement. Amtrak shall be entitled to recover such retroactive wage and benefit costs by utilizing the contingency fund created pursuant to Section 12(b) hereof.

(viii) Other actual costs not included in any other provision of this Agreement, necessary to effectively perform Services under this Agreement shall be charged at actual costs, plus Amtrak's overhead rates set forth in the Overhead Schedule.

(b) The rates set forth in the Overhead Schedule are computed in accordance with Amtrak's accounting policies and procedures. These rates are updated periodically by Amtrak. Should the rates increase, Amtrak will notify the District when the revised rates become available to Amtrak. The rates in effect at the time of performance of the Services shall be the applicable overhead rates.

(c) The District and appropriate federal government agencies as provided under the Grant shall have the right to inspect Amtrak's records relating to its costs for which reimbursement is sought in connection with this Project at a mutually convenient time, during the Project and for three (3) years after the completion of the Project.

5. **Billing and Payments**

(a) In order that Amtrak may be promptly reimbursed for costs incurred, a Schedule of Monthly Payments of estimated costs associated with the scope of work for the Project is included as Attachment I to **Exhibit A**.

At least thirty (30) days prior to the month referenced on the Schedule of Monthly Payments, Amtrak will invoice the District for the estimated costs to be incurred during that month as identified on the Schedule. The District will process such payment to ensure Amtrak receives the payment by the 30th day of the month referenced, after the costs have been incurred.

No later than thirty (30) days after the end of each month, Amtrak will prepare a reconciliation invoice that compares Amtrak's actual expenses to the amount paid by the District per the Schedule of Monthly Payments. Should the actual expense incurred be less than the payment Amtrak received for that month (i.e., overpayment), Amtrak will apply a credit to the next monthly invoice in the amount of the overpayment. Should the actual expense incurred be greater than the payment Amtrak received for that month (i.e., underpayment), Amtrak will add the amount of the underpayment to the next monthly invoice. Notwithstanding anything else provided herein, in no event shall more than one (1) estimated cost invoice be generated before the reconciled amount is reflected on a subsequent estimated cost invoice (for example, March's reconciled amount would appear on the invoice generated on April 30th for the May service period).

Upon request by either party, the Schedule of Monthly Payments may be revised. The new Schedule of Monthly Payments will be effective upon approval by appropriate representatives of Amtrak and the District and will apply to any invoices issued subsequent to such approval.

(b) In the reconciliation invoice, Amtrak will provide Amtrak's Statement of Payroll Costs Report which lists the hours, costs, dates and names of agreement-covered employees who provided Services to this Project. Amtrak shall also provide copies of material invoices, third party service invoices, a report of materials issued from inventory, an Amtrak equipment utilization pricing statement, and supporting documentation for any other direct costs and charges included on Amtrak's invoice.

Amtrak will not provide an independent field verification voucher (i.e., Form 2306) to substantiate agreement covered labor charges. Notwithstanding anything else provided herein, Amtrak shall provide the District with a final reconciliation invoice no later than ninety (90) days after Amtrak has completed all Services and the recognition of all actual costs (including any retroactive wages and benefits) associated with the Project. If that final reconciliation invoice shows that the actual expenses incurred by Amtrak were less than the payments received for the Project (i.e., overpayment), Amtrak shall forward a check to the District in the amount of the excess payment within thirty (30) days of submitting the final reconciliation invoice to the District. Should the actual expenses incurred by Amtrak be greater than the payments received for the Project (i.e., underpayment), the District will pay Amtrak the amount of the underpayment in the manner described in Section 5(c).

(c) The District shall pay all monthly invoices by the 30th day of the month for which the invoice is rendered (i.e. the invoice for May's estimated costs will be paid by May 30th). These invoices will also include amounts relating to the reconciliation of amounts received versus estimated costs for prior periods. Any other invoices rendered outside of the estimated payment and reconciliation process described in 5(a) will be paid by the District within thirty (30) days of receipt of said invoices. All payments shall be made to Amtrak by wire transfer as follows:

Bank Name:	JP Morgan Chase
Account No.:	1440-18699
ABA Routing No.:	021-000-021
Account Name:	NRPC (National Railroad Passenger Corporation)

Payments not made by the due date shall be subject to an interest charge of one percent (1%) per month in accordance with D.C. Official Code §2-221.02 and D.C. Mun. Regs. Tit. 1 § 1710. Payments shall be made in full without deduction, setoff or counterclaim. If the District objects to any invoice or portion thereof, it shall make payment in full and notify Amtrak of its objection in writing within sixty (60) days of receipt of said invoice. Within thirty (30) days of receipt of such objection, Amtrak will provide the District with such additional documentation as may be required to demonstrate the accuracy of the billing. The objection shall be considered resolved unless the District provides additional written exception within thirty (30) days of receipt of such additional documentation. If the billing dispute is still not resolved, the dispute shall be resolved in accordance with the dispute resolution provisions set forth in Section 20 hereof. Non-payment of invoices pursuant to the terms of this Agreement shall constitute a material breach of the Agreement, and shall be cause for Amtrak to cease all work.

6. Federal-aid Project.

The Parties acknowledge that the Project is subject to, and shall be completed in accordance with, the following provisions of the Federal-Aid Program Guide which are incorporated by reference:

- (a) 23 CFR Part 140 Subpart I: Reimbursement of Railroad Work.
- (b) 23 CFR Part 646 Subpart A: Railroad – Highway Insurance Protection.
- (c) 23 CFR Part 646 Subpart B: Railroad – Highway Projects.
- (d) Amendments to (a), (b) and (c) hereinabove.

7. **Project Schedule.**

Upon Amtrak's receipt of a notice from the District requesting Amtrak to proceed with the Services (the "Notice to Proceed"), accompanied by evidence reasonably satisfactory to Amtrak that all insurance certificates and policies required herein are in place, and provided that the District is not otherwise in default of any of its obligations hereunder beyond any applicable notice and cure period, Amtrak and the District agree to cooperate and to require their consultant(s)/contractor(s) to cooperate so as to coordinate their respective schedules in an effort to not delay the Project. However, the District acknowledges that Amtrak has other work commitments and demands that may preclude Amtrak from performing its Services hereunder according to the District's schedule. Furthermore, the District acknowledges that only limited track outages are available, and these outages must be shared and/or rationed among all potential projects (including other Amtrak, District, State, commuter and third-party projects) in the vicinity of the Project area. In addition, Amtrak may have manpower restrictions further limiting its ability to conform to the District's schedule. These restrictions may preclude Amtrak from performing its work hereunder according to the District's schedule, or may prevent the District from access to the Project site according to the District's schedule. Amtrak shall use reasonably diligent efforts to accommodate the District's schedule so as to permit the District to proceed as expeditiously as possible. However, in no event shall Amtrak be liable for any costs or damages attributable to any delays.

8. **Review of Changes.**

DDOT shall submit all Changes to the Prior Approved Plans and site specific work plans to Amtrak for its review and approval, such approval not to be unreasonably withheld. DDOT agrees that Amtrak shall have a minimum of thirty (30) working days to review any Changes. DDOT agrees to either incorporate all of Amtrak's comments into the final construction plans for the Project or, if there are any Amtrak comments that DDOT finds unacceptable, DDOT agrees to resolve to Amtrak's satisfaction all Amtrak comments relating to the potential impact of the Project on the operation of the railroad (including safety of those operations) and incorporate such comments into the final construction plans for the Project. Any review of such Changes shall be for the purpose of examining the general arrangement, design and details of the Project for potential impact on Amtrak's operations. No review, correction or approval of Changes by Amtrak shall relieve the District and its consultant(s) from the entire responsibility for errors or omissions in such Changes or for the adequacy thereof. Amtrak assumes no responsibility for and makes no representations or warranties, express or implied, as to the adequacy of

the Changes, Prior Approved Plans, Approved Plans or their contents.

9. Non Performance of Construction Activities.

The District and its contractors shall not perform any construction activities related to the Project affecting Amtrak's operations or Amtrak's property until: (a) there are Approved Plans, (b) the funding for the Construction Phase of the Project has been authorized, (c) a Temporary Permit to Enter Upon Property has been executed by the District's contractor(s), (d) Amtrak's forces are available to support the Project, (e) all necessary real estate agreements between the District and Amtrak related to the Project have been executed, and (f) Amtrak has given its written authorization to proceed with the construction activities.

10. Permit to Enter.

If entry on, over or under Amtrak's rights-of-way or other property, including the Leased Premises, is required for purposes of this Project by the District or its contractors, such entry shall be pursuant to the terms of the then-current version of Amtrak's "Temporary Permit to Enter Upon Property." A copy of the current version of said permit is attached hereto and incorporated herein as **Exhibit C**. Amtrak shall not unreasonably delay or withhold the execution of a "Temporary Permit to Enter Upon Property" from any of the District's contractors.

11. Safety and Security Requirements.

(a) The District shall require that when work is being done on, over, under or immediately adjacent to Amtrak's rights-of-way, including the Leased Premises, by other than Amtrak forces, all operations affecting Amtrak property, facilities or the safe and uninterrupted operation of trains shall be carried out in accordance with Amtrak's "Specifications Regarding Safety and Protection of Amtrak Traffic and Property," a copy of which is attached to the Temporary Permit to Enter Upon Property as Attachment A.

(b) The District shall, at no cost to Amtrak, comply with all Amtrak security requirements while performing work in connection with this Project. Such requirements may include: conducting background investigations on contractor personnel who meet certain criteria, participation in security training, wearing appropriate identification, and barring from Amtrak property personnel who have been convicted or found not guilty by reason of insanity of certain disqualifying criminal offenses.

12. Risk of Liability.

(a) General. The District will require its contractor(s) to defend, indemnify and hold harmless Amtrak its officers, directors, employees, 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, forfeitures, demands, claims, causes of action, suits, costs and

expenses incidental thereto (including cost of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of:

- (i) injury, death, disease, or occupational disease to any person (excluding only the employees of Amtrak for which Amtrak has coverage under the force account insurance policy procured by Amtrak as described in Section 12 of this Agreement, and only to the limits of \$10 million), or
- (ii) damage (including environmental contamination and loss of use) to or loss of any property, including property of Amtrak

arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed under this Agreement, including activities of or work performed by Amtrak, the District, DDOT and their officers, employees, agents, servants, contractors, and subcontractors. The agreement between the District or DDOT and its contractor(s) (excluding Amtrak) (each a "DDOT/Contractor Agreement") shall expressly identify Amtrak as a third party beneficiary with respect to such contractor's obligation to indemnify Amtrak. None of the foregoing obligations shall 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 the District or any contractor or subcontractor, and shall survive termination of the Agreement for any reason. To the extent Amtrak is expressly identified as a third party beneficiary in any DDOT/Contractor Agreement, Amtrak hereby waives its right to sue the District or DDOT under such DDOT/Contractor Agreement in order to enforce the contractors' obligation to indemnify Amtrak.

(b) DDOT shall establish a contingency fund in the amount of Two Million Dollars (\$2,000,000) to cover any combination of the following: (i) loss, damage, cost or expense suffered or incurred by Amtrak in the event any contractor engaged by DDOT in connection with the Construction Phase of this Project fails to indemnify Amtrak as required by this Agreement; (ii) any retroactive wage or benefit costs incurred by Amtrak in connection with the Services provided by Amtrak during the Construction Phase; and (iii) the costs and expenses that may be assumed by DDOT pursuant to Paragraph 14(c) hereof. Such contingency shall remain available to Amtrak for a period of five- (5) years after completion of all operations to be performed by all such contractors.

(c) The District agrees to require its contractors who perform design or engineering functions in support of the Project to defend, indemnify and hold harmless Amtrak from all damages caused by errors or omissions in their work or in the work of their subcontractors, agents or employees. Such contractors must execute a copy of the indemnification form attached hereto as **Exhibit D** and return the form to Amtrak at the address listed in Section 17 hereof.

13. Insurance Requirements.

(a) Additional Insurance. In addition to any insurance that may be required under the

Temporary Permit to Enter Upon Property, the District shall insert the following paragraph in its DDOT/Contractor Agreement with any contractors who perform design or engineering functions in support of the Project during the Construction Phase:

“Contractor shall procure and maintain in effect professional liability insurance covering the liability of the Contractor for any and all errors or omissions committed by the Contractor or any other person acting for or by permission of the Contractor. The insurance policy shall have a retroactive date that precedes any design activity. Such insurance shall be maintained during the term of the contract between the District and the Contractor and for at least three (3) years following completion of all operations to be performed by the Contractor. This insurance shall have limits of liability of not less than five million dollars (\$5,000,000) per claim.”

Each DDOT/Contractor Agreement shall expressly identify Amtrak as a third party beneficiary with respect to such contractor’s obligation to provide insurance coverage for the benefit of Amtrak. To the extent Amtrak is expressly identified as a third party beneficiary in any DDOT/Contractor Agreement, Amtrak hereby waives its right to sue the District or DDOT under such DDOT/Contractor Agreement in order to enforce the contractors’ obligation to provide insurance coverage for the benefit of Amtrak.

(b) The District shall require its contractors performing design or engineering functions to provide Amtrak with a certificate of insurance evidencing the insurance coverage required hereunder. Amtrak will not progress the Services until it has received such certificates.

(c) Amtrak’s Insurance. Amtrak shall procure and maintain during the entire period of performance under this Agreement force account insurance issued to Amtrak and covering liabilities for bodily injury, including death and property damage, imposed upon Amtrak with respect to the Services to be performed pursuant to this Agreement. The limits of liability shall not be less than ten million dollars (\$10,000,000) per occurrence, the cost of which is and will be included in the cost estimate in Exhibit A and reimbursed to Amtrak by DDOT. Amtrak reserves the right to self-insure such coverage.

14. Environmental Matters.

(a) The District shall not perform any soil disturbance, environmental or geotechnical testing at the Project site or on any other Amtrak property for any reason without: a) notifying Amtrak of its desire to do so; b) discussing the nature and extent of the proposed soil disturbance or testing with the Amtrak Environmental Department; and c) obtaining the express permission of Amtrak to conduct the agreed-to soil disturbance or testing. Amtrak shall have the right, but not the obligation, to be present at any and all such testing and to take split samples.

(b) The District shall provide Amtrak with a copy of the test results at no cost to

Amtrak when such test results become known to the District.

(c) If the results of any of the soil disturbance, environmental or geotechnical tests performed in connection with this Project indicate contamination of Amtrak's property at levels requiring further investigation, testing, monitoring or remediation, all such investigation, testing, monitoring and remediation shall be funded by the District up to the amount of the contingency fund created pursuant to Section 12(b). Costs and expenses above and beyond that amount will be provided by the District subject to the provisions of the Anti-Deficiency Act (see Section 21, below) and other applicable District of Columbia laws and regulations. The District represents that it will make a good-faith effort to obtain whatever additional funds and/or authority are needed to pay for such costs and expenses.

(d) Amtrak retains the right to alter, suspend, cancel or otherwise modify the District's work schedule pending the resolution of any of the above environmental issues. Amtrak shall not be held responsible for any claims related to any such changes in the District's schedules, including without limitation, claims related to damages resulting from any such delays or cancellations.

(e) The foregoing provisions shall survive termination of this Agreement.

15. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement or any part hereof may not be changed, amended or modified, except by written agreement of the Parties.

16. Successors and Assigns.

Except as otherwise provided by this Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, except that no Party shall assign or transfer this Agreement or any of its rights hereunder to any person, firm, or corporation without obtaining the prior written consent of the others, which consent shall not be unreasonably withheld.

17. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made, given or furnished to the other Parties shall be in writing and shall be delivered by hand or by certified mail, return receipt requested or by overnight delivery service, in an envelope addressed as follows:

If to the District:

District Department of Transportation
55 M Street, SE – Suite 400

Washington, DC 20003
Attn: Chief Engineer

If to Amtrak:

National Railroad Passenger Corporation
30th Street Station
2955 Market Street
Philadelphia, PA 19104
Attn: Bruce Pohlot, Chief Engineer

18. Permits, Licenses, Approvals; Compliance with Applicable Laws and Standards.

(a) The District shall secure all permits, fees, licenses, easements, approvals, or inspections which may be required in connection with the Project at no cost or expense to Amtrak.

(b) The District and its contractors shall perform all work hereunder in accordance with all applicable federal, state and local laws, regulations and requirements. In addition, the District and its contractors shall perform all work in accordance with Amtrak's standards, including but not limited to, the following:

- (1) Standard Track Plan. Minimum Roadway Clearances. Drawing No. AM70050G;
- (2) Engineering Practice 3014 (Maintenance and Protection of Amtrak Traffic during Contractor Operations);
- (3) Engineering Practice 3014-0114A (Safety and Protection of Amtrak Traffic and Property);
- (4) Engineering Practice 3014-01142A (Submission Documentation required for Amtrak Review and Approval of Plans for Bridge Erection, Demolition and other Crane Hoisting Operations Over Amtrak Right-of-Way);
- (5) Engineering Practice 3014-02261A (Requirements for Temporary Sheeting and Shoring to Support Amtrak Tracks);
- (6) Engineering Practice 3016 (Storm Water Drainage and Discharge from Adjacent Property onto Amtrak Right-of-Way); and
- (7) Amtrak Specification AED-1 "Procedures And Design Criteria To Be Employed By Electrification Consultants Engaged in the Design of Electrification Facilities on the National Railroad Passenger Corporation."

These standards, copies of which have been provided to District, shall be incorporated into any specifications for the Project.

19. Qualifications of Contractors.

The District and its contractors shall ensure that all contractors, subcontractors, agents

and employees possess the experience and knowledge to qualify them individually for the particular duties they perform. With respect to Electric Traction (ET) design work, Amtrak has provided a listing of consultants who have been pre-qualified by Amtrak to perform ET design work on Amtrak property.

20. **Dispute Resolution.**

In the event that good faith negotiation and agreement of the Parties does not resolve a claim or dispute, any party may pursue any right or remedy available to it by law or may propose a method of alternative dispute resolution. Arbitration of a dispute may be agreed upon by the Parties; however, none of the Parties will be required to submit to arbitration.

21. **Miscellaneous.**

(a) No failure on the part of a party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies of the Parties provided herein are cumulative and not exclusive of any remedies provided for by law.

(b) Nothing in this Agreement shall be deemed to create any right in any person not a party hereto other than permitted successors and assigns of a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party except as aforesaid.

(c) If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision hereof.

(d) This Agreement shall be governed by and construed under the laws of the District of Columbia.

22. **Anti-Deficiency.**

(a) The obligations of the District to fulfill financial obligations pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which the District is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004) (the "**Federal ADA**"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the "**D.C. ADA**" and (i) and (ii) collectively, as amended from time to time, the "**Anti-Deficiency Acts**"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District's legal liability for the payment of any charges under this Agreement shall not arise or obtain in

advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(b) DDOT agrees to exercise all lawful authority available to it to satisfy the financial obligations of DDOT that may arise under this Agreement. During the term of this Agreement, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the budget application submitted to the Council of the District of Columbia the amount necessary to fund DDOT's known potential financial obligations under this Agreement for such fiscal period. In the event that a request for such appropriations is excluded from the budget approved by the Council and submitted to Congress by the President for the applicable fiscal year or if no appropriation is made by Congress to pay such amounts under this Agreement for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, DDOT will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation, DDOT shall promptly notify Amtrak, and this Agreement shall immediately terminate upon the expiration of any then-existing appropriation. The termination of this Agreement pursuant to this Section 22 shall not affect Amtrak's right to enforce any other right afforded Amtrak hereunder nor any duty or obligation of DDOT or the District other than the payment for Services provided by Amtrak prior to the termination of this Agreement.

(c) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the District under this Agreement.

(d) This Agreement shall not constitute an indebtedness of the District nor shall it constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by Act of Congress and is lawfully available.

23. Authority for Agreement.

23 C.F.R. § 646.216 (2013) et seq., as applicable, and D.C. Official Code §§ 50-921.04(1)(B), 50-921.05(b) (2013).

24. Recitals.

The recitals are incorporated herein by reference.

25. Counterparts.

This Agreement may be executed by the Parties in counterparts, which taken together shall

constitute one written agreement by and between the Parties.

Signatures on Next Page.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed, attested and sealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Name: Joseph Boardman

Title: President and Chief Executive Officer

APPROVED AS TO FORM:

BY: _____
Counsel for National Railroad
Passenger Corporation

**THE DISTRICT OF COLUMBIA ACTING THROUGH
THE DISTRICT DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Terry Bellamy

Title: Director, District Department of Transportation

EXHIBIT A

Cost Estimate

FORCE ACCOUNT ESTIMATE
District Department of Transportation
Kenilworth Section of Anacostia Riverwalk Trail Project
Under Amtrak UG Bridge, Mile Post 131.75, Washington, DC

NATIONAL RAILROAD PASSENGER CORPORATION
OFFICE OF THE CHIEF ENGINEER
DATE : February 21, 2013
BY : Barry Bond / Rich Cianfrini

	QUANTITY	UNITS	UNIT COST	TOTAL
ENGINEERING				
Project Manager	10	MD	\$800	\$8,000
Project Development Officer	10	MD	\$800	\$8,000
Construction Submittal Reviews	15	MD	\$800	\$12,000
FORCE ACCOUNT				
Labor:				
I&C Inspector	273	MD	\$800	\$218,400
ET-Lineman Class "A" (2)	40	MD	\$800	\$32,000
Equipment:				
3-Man Pickup truck - ET Department	20	Day	\$63	\$1,260
Pickup truck - I&C Inspector	273	Day	\$63	\$17,199
SUB TOTAL				\$296,859
CONTINGENCY @ 10%				\$29,686
TOTAL				\$326,545

The estimate is based on DDOT's preliminary schedule dated 1/21/13 with an estimated 273 day duration of work on, under or adjacent to the Amtrak right of way. The actual number of man-days is contingent upon the contractor's procedure and time schedule. The above rates are current and include fully allocated additives for vacation and paid holidays, force account insurance, employee benefits and overhead. Amtrak's overhead rates and additives are subject to audit. Overhead rates will change annually, effective with expenses incurred January 1st each year, and fringe benefit rates are subject to change quarterly. This is only an estimate. Final billing will be based on the actual labor, material, and equipment costs incurred.

This estimate is subject to change based on DDOT's final schedule and durations.

ATTACHMENT 1 TO EXHIBIT A

Schedule of Monthly Payments

ATTACHMENT 1 TO EXHIBIT A

SCHEDULE OF MONTHLY PAYMENTS FOR CONSTRUCTION

**District Department of Transportation
Kenilworth Section of Anacostia Riverwalk Trail Project
Under Amtrak UG Bridge, Mile Post 131.75, Washington, DC**

Month 1	Month 2	Month 3	Month 4
\$25,119	\$25,119	0	0
Month 5	Month 6	Month 7	Month 8
\$25,119	\$25,119	\$25,119	\$25,119
Month 9	Month 10	Month 11	Month 12
\$25,119	\$25,119	\$25,119	\$25,119
Month 13	Month 14	Month 15	
\$25,119	\$25,119	\$25,119	

NOTES: This schedule of monthly payments is based on DDOT's 273 day construction duration. DDOT'S preliminary construction schedule dated 1/21/13 indicates certain months with no work activities on, under or adjacent to Amtrak right-of-way. The total Estimate is \$326,545.

**NATIONAL RAILROAD PASSENGER CORPORATION
OFFICE OF THE CHIEF ENGINEER
DATE: February 22, 2013
BY: Rich Cianfrini**

EXHIBIT B
Overhead Schedule

NATIONAL RAILROAD PASSENGER CORPORATION
OVERHEAD ADDITIVES FOR USE WITH THE THE WASHINGTON TERMINAL COMPANY AND THE DISTRICT OF COLUMBIA
CONSTRUCTION PHASE AGREEMENT
EFFECTIVE JANUARY 1, 2013

LOCATION	SYSTEM	DIVISION	OVERHEAD	VACATION & HOLIDAY	FAI	Ave FY2013		C&A	S/T		O/T		MATERIAL HANDLING ADDITIVE	MATERIAL HANDLING COMPOSITE
						FRINGE	BENEFITS		LABOR	LABOR	BENEFITS	FRINGE		
MID ATLANTIC DIVISION														
NON-EXEMPT LABOR	31.29%	58.53%		16.20%	16.00%	57.47%	20.10%	6.76%	198.38%	158.49%			11.84%	19.40%
EXEMPT LABOR	29.96%	17.73%		18.83%	n/a	83.17%	n/a	6.76%	166.57%	n/a			11.84%	19.40%

EXHIBIT C

Temporary Permit to Enter Upon Property

NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 10/1/12)

Date:
File: E-47-
Internal Order:
WBS Element:

ATTN:

1. TEMPORARY PERMISSION. Temporary permission is hereby granted to _____ (hereinafter called "Permittee"), to enter property owned and/or controlled by the National Railroad Passenger Corporation (hereinafter called "Railroad"), for the purpose of _____ at _____, State of _____, under the terms and conditions set forth below.

2. LOCATION AND ACCESS. (Give map reference, description or both)

(hereinafter called "Property").

3. INDEMNIFICATION. Permittee shall defend, indemnify and hold harmless Railroad, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of their negligence or fault, from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including cost of defense and attorneys' fees), which any or all of them may hereafter incur, be responsible for, or pay as a result of injury, death, disease, or occupational disease to any person, and for 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, its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee. 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 of this Temporary Permit for any reason. As used in this paragraph, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, servants, successors, assigns and subsidiaries.

4. CONSIDERATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to Railroad the sum of Seven Hundred Fifty Dollars (\$750.00) as compensation for the preparation of this Temporary Permit. This fee is to be delivered to Railroad at the address set forth in paragraph 17 hereof.

5. STARTING OF USE OF PROPERTY. Permittee shall notify Railroad's Deputy Chief Engineer-Construction, or his designee, at least ten (10) days in advance before entering upon, or starting any work on, the Property. No entry upon or use of the Property will be permitted until a fully executed copy of this Temporary Permit is returned to Railroad, and specific permission to enter upon the Property is received by Permittee from Railroad's Director I & C Projects. (See paragraph 17 for contact information.)

6. RAILROAD OPERATIONS. All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or with any of Railroad's facilities. In no event shall personnel, equipment or material cross a track or tracks without special advance permission from Railroad's Deputy Chief Engineer-Construction or his designee. If, in the opinion of Railroad's Deputy Chief Engineer-Construction or his designee, conditions warrant at any time, Railroad will provide flag service and/or other protection at the sole cost and expense of Permittee, and Permittee agrees to pay to Railroad the full cost and expense therefor.

EXHIBIT C

7. CLEARANCES. All equipment and material of Permittee shall be kept at all times not less than fifteen (15) feet from the centerline of the outside track, unless specifically otherwise authorized in writing by Railroad's Deputy Chief Engineer-Construction or his designee. Permittee shall conduct all operations so that no part of any equipment shall foul an operated track; transmission, communication or signal line; or any other structure or facility of Railroad.
8. RESTORATION OF PREMISES. Upon completion of its work, Permittee shall, at the option of Railroad, (a) leave the Property in a condition satisfactory to Railroad, or (b) restore the Property to its original condition. This may include, without limitation, the restoration of any fences removed or damaged by Permittee.
9. TERM OF TEMPORARY PERMIT. This Temporary Permit shall commence on the date Railroad receives a fully executed copy of this Temporary Permit pursuant to paragraph 17 hereof and shall extend until the end of the period Railroad determines is necessary for Permittee to accomplish the purpose set forth in paragraph 1 hereof; provided, however, Railroad reserves the right to revoke this Temporary Permit at any time, and in no event shall this Temporary Permit extend beyond _____, 20___. 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. PROTECTION. All work on, over, under, within or adjacent to the Property shall be performed in accordance with the document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which is attached hereto as Attachment A and incorporated herein by reference.
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 Director I & C Projects, evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS - NATIONAL RAILROAD PASSENGER CORPORATION," a copy of which is attached hereto as Attachment B and incorporated herein by reference.
12. SAFETY ORIENTATION CLASS. No person may enter within twenty-five (25) feet of the Property until he/she has attended Railroad's Safety Orientation Class, as noted in paragraph 12 of Attachment A.
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. SUPPORT SERVICES; 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 connection with the review of any plans, drawings or other submissions made by Permittee.

Railroad's costs, expenses and labor charges will be billed to Permittee at Railroad's standard force account rates. Except as specified in paragraphs 1 and 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 an annual rate of six (6) percentage points over and above the rate published from time to time by *The*

EXHIBIT C

Wall Street Journal as the prime commercial lending rate (or the highest rate allowed by law, if less than the foregoing), calculated from the date the payment was due until paid. All payments due from Permittee to Railroad hereunder shall be: (a) made by check drawn from currently available funds; (b) deemed made only upon receipt by Railroad of collected funds; (c) made payable to National Railroad Passenger Corporation; and (d) delivered to the National Railroad Passenger Corporation, 23615 Network Place, Chicago, IL 60673-1236. (However, the permit fee referenced in paragraph 4 hereof and the Railroad Protective Liability premium referenced in Attachment B, if applicable, shall be delivered to Railroad at the address set forth in paragraph 17 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit.

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 paragraph 1 of this Temporary Permit. 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 result in immediate termination of this Temporary Permit and forfeiture of all compensation paid Railroad therefor.

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.

EXHIBIT C

17. ACCEPTANCE. To confirm acceptance of this Temporary Permit, one fully executed copy must be returned to: Director I & C Projects, National Railroad Passenger Corporation, 30th Street Station, 2955 Market Street, Mail Box 64, Philadelphia, PA 19104 (215/349-1750). The second copy may be retained for your file.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Deputy Chief Engineer - Construction

Date: _____

AGREED TO AND ACCEPTED:

By: _____
(signature)

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

Date: _____

ATTACHMENT A
Temporary Permit to Enter Upon Property

SPECIFICATIONS REGARDING SAFETY
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 10/1/12)

National Railroad Passenger Corporation (Railroad)

In the following Specifications, "Railroad" shall mean National Railroad Passenger Corporation; "Chief Engineer" shall mean Railroad's Chief Engineer or his/her duly authorized representative; "Permittee" shall mean the party so identified in the Temporary Permit to Enter Upon Property; and "Contractor" shall mean the entity retained by the Permittee or the entity with whom Railroad has contracted in a Preliminary Engineering Agreement, Design Phase Agreement, Construction Phase Agreement, Force Account Agreement, or other such agreement, as applicable. Reference to "Permittee/Contractor" includes both the Permittee and the Contractor.

- (1) Pre-Entry Meeting: Before entry of Permittee/Contractor onto Railroad's property, a pre-entry meeting shall be held at which time Permittee/Contractor shall submit for written approval of the Chief Engineer, plans, computations, a Site Specific Safety Work Plan and site-specific work plans that include a detailed description of proposed methods for accomplishing the work and protecting railroad traffic. Any such written approval shall not relieve Permittee/Contractor of its complete responsibility for the adequacy and safety of its operations.
- (2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety and continuity, and Permittee/Contractor shall conduct its operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee /Contractor shall be responsible for acquainting itself with such rules, regulations and requirements. Any violation of Railroad's safety rules, regulations, or requirements shall be grounds for the immediate suspension of Permittee/Contractor work, and the re-training of all personnel, at Permittee's/Contractor's expense.
- (3) Maintenance of Safe Conditions: If tracks or other property of Railroad are endangered during the work, Permittee/Contractor shall immediately take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee/Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee/Contractor, shall be paid by Permittee.
- (4) Protection in General: Permittee/Contractor shall consult with the Chief Engineer to determine the type and extent of protection required to ensure safety and continuity of railroad traffic. Any Inspectors, Track Foremen, Track Watchmen, Flagmen, Signalmen, Electric Traction Linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee/Contractor. The cost of same shall be paid directly to Railroad by Permittee/Contractor. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee/Contractor from its complete responsibility for the adequacy and safety of its operations.
- (5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity of electrified tracks, must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee/Contractor must supply an adequate length of grounding cable (4/0

EXHIBIT C

copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

(6) Fouling of Track or Wire: No work will be permitted within twenty-five (25) feet of the centerline of track or the energized wire or have potential of getting within twenty-five (25) feet of track wire without the approval of the Chief Engineer. Permittee/Contractor shall conduct its work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer. When Permittee /Contractor desires to foul an active track, it must provide the Chief Engineer with its site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of Railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire and requires the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford the Permittee/Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer.

(7) Track Outages: Permittee/Contractor shall verify the time and schedule of track outages from Railroad before scheduling any of its work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee/Contractor shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee/Contractor shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

(8) Demolition: During any demolition, Permittee/Contractor must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with Railroad's specifications and approved by Railroad, so as to prevent any debris from falling onto Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

Ballasted track structure shall be kept free of all construction and demolition debris.

(9) Equipment Condition: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer. Under no circumstances shall any equipment or materials be placed or stored within twenty-five (25) feet from the centerline of an outside track, except as approved by Railroad in accordance with Permittee's/Contractor's Site Specific Safety Work Plan. To ensure compliance with this requirement, Permittee/Contractor must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer. Permittee/Contractor will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

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If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when the Permittee/Contractor is not on the project site.

(11) Condition of Railroad's Property: Permittee/Contractor shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee/Contractor shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee/Contractor and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of Permittee/Contractor, before entering onto Railroad's property and before coming within twenty-five (25) feet of the centerline of the track or energized wire must first attend Railroad's Contractor Orientation Computer Based Training Class. The Contractor Orientation Class will be provided electronically @www.amtrakcontractor.com. Upon successful completion of the course and test, the individual taking the course will receive a temporary certificate without a photo that is valid for three weeks. The individual must upload a photo of himself/herself that will be embedded in the permanent ID card. The photo ID will be mailed to the individual's home address and must be worn/displayed while on Railroad property. Training is valid for one calendar year. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee/Contractor. Permittee /Contractor shall appoint a qualified person as its Safety Representative. The Safety Representative shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records must be maintained with the Permittee's/Contractor's site specific work plan.

(13) No Charges to Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee/Contractor, unless Railroad makes a specific written request that such work be performed at Railroad's expense.

ATTACHMENT B
INSURANCE REQUIREMENTS
For Anacostia River Kenilworth Trail Project – Construction Phase

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
CHICAGO UNION STATION COMPANY (CUSCO)
WASHINGTON TERMINAL COMPANY (WTC)
Revised as of February 22, 2013

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiaries Chicago Union Station Company ("CUSCO") and Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property Agreement or the party with whom Amtrak has contracted in another agreement (e.g., Preliminary Engineering Agreement, Design Phase Agreement, Construction Phase Agreement or Force Account Agreement), as well as its officers, 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 Upon Property Agreement or other such agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within 30 days of Amtrak's written request. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. 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. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor may provide for the insurance coverages with such deductibles or retained amounts as Amtrak may approve from time to time, except, however, that Contractor shall, at its sole expense, 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 in compliance with these requirements. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

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 with limits of not less than \$1 million each accident or illness shall be included.

In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and Outer Continental Lands Act Endorsement are required.

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

EXHIBIT C

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 no exclusions for Explosion/Collapse/Underground (X-C-U) applicable or added.

The policy shall name National Railroad Passenger Corporation and, as appropriate CUSCO or 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. In addition, 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. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.

Coverage under this policy shall have limits of liability of not less than \$20 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. 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 name National Railroad Passenger Corporation and, as appropriate CUSCO or 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. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor 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. **Railroad Protective Liability (RRP) Insurance** covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of National Railroad Passenger Corporation (and as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$10 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$20 million annual aggregate shall apply. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to Amtrak prior to commencement of Operations.

5. **All Risk Property Insurance** covering damage to or loss of all remaining personal property of Contractor, its contractors and subcontractors 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.

EXHIBIT C

Insurance policies of Contractor, its contractors and subcontractors, covering tools, equipment and other personal property will include a waiver of subrogation and any other rights of recovery in favor of Amtrak and Contractor.

6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor, with National Railroad Passenger Corporation and, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$5 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two (2) years following Amtrak's acceptance of the completion of all Operations to be performed.

7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to Amtrak. The policy shall name National Railroad Passenger Corporation and, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$5 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. **Professional Liability Insurance** covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have a retroactive date that precedes any design work on the project and shall have limits of liability of not less than \$2 million per claim and \$2 million in the annual aggregate.

If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

9. **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, CUSCO and WTC, and their agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.

10. **Punitive Damages** Unless prohibited by law, no liability insurance policies required above shall contain an exclusion for punitive or exemplary damages.

11. **Claims-Made Insurance** If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:

- 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;

EXHIBIT C

- c. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability) for at least three (3) years following completion of the Operations; and
 - d. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.
12. **Evidence of Insurance** Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. 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. **THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING.** The fifteen (15) day advance notice of coverage 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. Such evidence of insurance coverage shall be sent to:

Director I&C Projects
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
Philadelphia, PA 19104-2817

EXHIBIT D

Contractor Indemnification Form

**INDEMNITY FROM CONTRACTORS PERFORMING
DESIGN AND/OR ENGINEERING FUNCTIONS**

This form is to be copied, executed by a duly-authorized representative, and returned to Amtrak at the address specified in the Agreement.

In order to induce Amtrak to permit _____ (“Contractor”) on or about Amtrak’s property, Contractor hereby agrees to indemnify and hold harmless Amtrak (and any other affected railroad), from all liability caused by the work performed by Contractor; errors and/or omissions in its work, and/or in the work of its contractors, subcontractors, agents, and/or employees in connection with the construction of a walking trail known as the Kenilworth Trail Project, a portion of which would be constructed beneath Bridge #131.75 (also known as the Magruder Bridge) between the east bridge abutment and the Anacostia River in the District of Columbia. Contractor hereby agrees to abide by and perform all terms of Agreement between Amtrak and the District of Columbia dated _____, 2013, applicable to the Contractor, including, but not limited to, Sections 12(a), 12(c) and 13(a)-(b) of such Agreement. The foregoing obligation shall not be limited by the existence of any insurance policy and/or by any limitation on the amount and/or type of damages, compensation and/or benefits payable by or for Contractor or its contractor or any subcontractor, and shall survive the expiration or termination of this Agreement for any reason.

DULY AUTHORIZED

By: _____

Its: _____

Date: _____

Witness:

Print Name:

SCHEDULE 1

(Description of Prior Approved Plans)

1. 100% Review submission drawings and specification dated August, 2012.
2. Revised specifications dated February 2/6/13 and the following revised drawings:
 - a. General Notes- Sheet 2, dated, 2/6/13
 - b. Trail Plan – Sheet 31, dated, 2/12/13
 - c. Heavy Duty Board Walk General Plan and Elevation 1, dated 2/12/13.
3. Design Review Comment from Amtrak and notification of no exceptions taken, dated March 19, 2013 from Amtrak to DDOT.