



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY (AMTRAK)**

**Lee County
STP-ES-2697(612)--8I-56**

**Effective Date
September 17, 2019**

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

01 DESCRIPTION

This specification applies to projects involving construction or maintenance of structures or facilities to be used by the National Railroad Passenger Corporation, hereinafter referred to as "Amtrak".

This specification describes the following:

- Contractor requirements to Amtrak.
- Contractor Requirements when work will be performed upon, over, under, or within the leased areas of Amtrak and/or adjacent to tracks, wire lines, and other facilities.

02 REQUIREMENTS

02.01 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 Party shall be in writing and shall be delivered by hand, or by US certified mail, return receipt requested, or by overnight delivery service, in an envelope addressed as follows:

If to the City:

City of Fort Madison
811 Avenue E
P.O. Box 240
Fort Madison, Iowa 52627-0240
Attn: City Manager

If to Amtrak:

National Railroad Passenger Corporation
30th Street Station
2955 Market Street
Philadelphia, PA 19104
Attn: Chief Engineer
and
National Railroad Passenger Corporation
60 Massachusetts Avenue
Washington, DC 20002
Attn: VP-Government Affairs & Corporate Communications

02.02 Inspection of Books and Records.

It is understood and agreed that Amtrak shall have the right to access, inspect and audit the Contractor's books and records relating to the Project at any time during reasonable business hours, during the course of the Project and for 2 years after final completion.

02.03 Project Schedule.

Amtrak and the Contractor agree to cooperate and to require their subcontractors to cooperate so as to coordinate their respective schedules in an effort to not delay the Project. However, the Contractor acknowledges that Amtrak may have other work commitments and demands that may prevent Amtrak from performing its Services according to the Contractor's schedule and that may prevent the Contractor from gaining access to the Project site according to such schedule. Amtrak shall not be held liable for any such delays to the Contractor's schedule.

02.04 Non Performance of Construction Activities.

A. The Contractor, and subcontractors, shall not perform any construction activities related to the Project affecting Amtrak's operations or the Subleased Property until: (i) Amtrak and BNSF have approved the Documents; (ii) workforces are available to support the Project; (iii) the Contractors have executed the Permits to Enter, as referenced below; (iv) the New Station Lease, the Platform Lease and the Platform Sublease have been fully-executed and delivered between Amtrak and the City thereto; and (v) Amtrak and BNSF have given their authorization to proceed with construction.

B. The Contractors shall perform all work hereunder in compliance with all federal, state, and local laws, regulations and requirements, including, without limitation, the ADA and the USDOT Regulations.

C. The Contractor shall ensure that all subcontractors, agents and employees possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they will perform in connection with the Project.

02.05 Permits to Enter.

If entry on, over, or under property owned, leased, or controlled by Amtrak, is required for purposes of this Project by the Contractors, the entity seeking entry must notify Amtrak in advance as set

forth herein and must execute Amtrak's "Temporary Permit to Enter Upon Property", a copy of which is attached hereto and incorporated herein as **Attachment 1**.

02.06 Safety and Security Requirements.

A. The Contractor shall ensure that when work is being done on, over, under, or adjacent to property owned, leased, or controlled by Amtrak, all operations affecting such property, Amtrak facilities, or the safe and uninterrupted operation of its trains shall be carried out in accordance with Amtrak's "Specifications Regarding Safety and Protection of Amtrak Traffic and Property."

B. The Contractor shall, at its sole cost, provide security measures as may be necessary in connection with the Project, and shall comply with all Amtrak security requirements while performing work in connection with this Project.

C. While on or about the Premises, Contractor must fully comply with Amtrak's "Contractor Requirements", including (but not limited to) clearance requirements and personal protective equipment requirements. Contractor will be solely responsible for fully informing itself as to Amtrak's "Contractor Requirements".

(b) Contractor must ensure that each of its employees, subcontractors, agents or invitees entering upon the Premises completes the safety training program at the following Internet Website: www.contractororientation.com (the "Safety Orientation") within 1 year prior to entering upon the Premises. Additionally, Contractor must ensure that each and every employee of Contractor, its subcontractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering the Premises. Contractor must renew the Safety Orientation annually.

(c) Prior to entering the Premises, Contractor must prepare and implement a safety action plan acceptable to Amtrak. Contractor must audit compliance with that plan during the course of Contractor's work. A copy of the plan and audit results must be kept at the Premises and will be available for inspection by Amtrak at all reasonable times.

(d) When not in use, Contractor's machinery and materials must be kept at least 50 feet from the centerline of nearest track. Contractor must not cross Railroad's tracks except at existing open public crossings.

02.07 Worker Training and Protection, Protection of Railroad Facilities, Flagger Services

(a) Railroad flagger and protective services and devices will be required and furnished when Amtrak determines, in Amtrak's sole discretion, that such services and devices are necessary for safety purposes, including but not limited to the following events:

(i) when Work is located over, under or within 25 feet from the center line of the nearest track;

(ii) when cranes or similar equipment are positioned outside of 25-foot horizontally from track center line but could foul the track in the event of tip-over or other catastrophic occurrence;

(iii) when any excavation is performed below the bottom of tie elevation, if, in Amtrak's sole opinion track or other facilities may be subject to movement or settlement.

(iv) when Work in any way interferes, or is likely to interfere, with the safe operation of trains at timetable speeds.

(v) when persons, material, equipment, blasting or other hazardous activities in the vicinity present any actual or potential threat to Amtrak's personnel, track, communications, signal, electrical, or other facilities.

Special permission must be obtained from Amtrak before moving heavy or cumbersome objects or equipment which might result in damage, injury or making the track impassable.

(b) Amtrak will notify the Engineer and Contractor when non-compliance is reported by train crews or other railroad employees. Contractor work performed without proper track protection services, when such protection is required, will be subject to a \$5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by Amtrak, or Engineer from the project.

(c) Contractor must give BNSF's Roadmaster (telephone 319-376-4233) a minimum of 30 working days' advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (*i.e.*, bulletin the flagger's position). If flagging services are scheduled in advance by Contractor and the parties hereto subsequently determine that such services are no longer necessary, Contractor must give the Roadmaster 5 working days' advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

(d) Flagging services will be performed solely by qualified BNSF flaggers. The costs for flaggers shall include, but not be limited to, the following: pay for at least an 8 hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); Railroad and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for Railroad labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. The flagging rate in effect at the time of performance by Contractor will be used to calculate the costs of flagging pursuant to this **Section (c)**.

(i) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by BNSF's representative.

(ii) The cost of flagger services provided by BNSF, when deemed necessary by Amtrak's representative, will be borne by Contractor.

(e) Contractor and any of its subcontractors, employees or agents who perform work on the Project site within 50 feet, vertically or horizontally, of the railroad tracks must have the Amtrak and Federal Railroad Administration-required training necessary to perform such work.

(f) All work to be performed by Contractor or its subcontractors, employees or agents on the Project site within 50 feet, vertically or horizontally, of the railroad tracks must include proper railroad protective services (e.g., flagging), obtained from BNSF, to avoid interference with any active rail service. Contractor shall notify Amtrak in advance and to make arrangements with BNSF for such protective services. Contractor shall reimburse BNSF for the cost of providing flagging or other railroad protective services, as deemed necessary by BNSF, in connection with Contractor's construction of the New Platform and adjacent project items.

(g) Contractor or its subcontractors, employees or agents on the Project site shall comply with Amtrak Specification 01141A entitled Safety and Protection of Railroad Traffic and Property, such Specification may be revised by Amtrak from time to time.

02.08 Risk of Liability.

A. During Construction/Improvements Projects. Throughout the course of the Project until final acceptance of the New Platform by the Engineer, Contractor shall defend, indemnify and hold harmless Amtrak, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries and BNSF, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "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 either or both of the following:

- (i) injury, death, disease, or occupational disease to any person, or
- (ii) damage (including environmental contamination and loss of use) to or loss of any real or personal property used or affected in the design or construction of the Project, along with any property of Amtrak, and

arising out of or in any degree directly or indirectly or caused by or resulting from activities relating to the Project or work performed by Contractor and/or its officers, employees, agents, servants, subcontractors or any other person acting for or by permission of them. 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 Contractor, any subcontractor or consultant.

02.09 Insurance Requirements.

Throughout the course of the Project until at least the date of final acceptance of the New Platform by the Engineer, the Contractor will be required to obtain and maintain the types of insurance specified within this Special Provision. Contractor shall furnish to Amtrak's Director I&C Projects, evidence of the insurance coverages specified. All insurance shall be procured from insurers which: (a) are acceptable to Amtrak and authorized to do business in the jurisdiction where the work is to be performed; and (b) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the date on which the Project commences, and subsequently in effect at the time of renewal of any policies required hereunder.

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation. "Host Railroad" shall mean BNSF, and any other affected host railroad. "Contractor" shall mean the agency contracted with the City of Ft. Madison, IA to perform the project work, 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, or on behalf of the Contractor with regard to the Project. "Agreement" shall mean the New Station Development Agreement between Amtrak and the City.

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. 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 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 Project-related Contractor personnel and equipment have been removed from the New Station and Host 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 and the Special Provision.

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.
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 Contract. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within 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 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 \$2 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.

Automobile Liability Insurance covering the liability of Contractor arising out of the use of any vehicles licensed to the Contractor, and which are not covered under Contractor's CGL insurance. The policy shall name National Railroad Passenger Corporation 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 \$1 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 the 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.

3. Railroad Protective Liability (RRP) Insurance covering the Operations performed by Contractor or any subcontractor within 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 all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 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 \$6 million annual aggregate shall apply. Policy Endorsement CG 28 31-Pollution Exclusion Amendment, is required to be endorsed onto the policy. 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 subcontractors, and City 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. Insurance policies of Contractor 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.
6. Pollution Liability Insurance covering the liability of Contractor and City 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 or City, with National Railroad Passenger Corporation 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 \$2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least 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 subcontractors or transporters, 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 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 \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the US DOT, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by City.

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 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 City and Amtrak 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;
 - 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 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 6 years to report claims arising from Operations.
12. Before the contract is awarded, Contractor shall submit to the Department a certificate of insurance evidencing the coverage. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). Policies shall provide no less than 30 calendar days prior written notice to Contracting Authority and Railroad of cancellation or material change in policies. Following award of the Contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority (if other than the Department), and a certified, true, and complete copy of policy or policies to the Contracting Authority and Railroad. Upon request from either the Contracting Authority or Railroad, a certified duplicate original of any required certificate or policy shall be furnished at no cost to the Contracting Authority or Railroad. 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

02.10 Indemnification.

- (a) Contractor shall defend, indemnify and hold harmless Amtrak, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "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 costs of defense and attorneys' 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 of any person (including employees of Contractor), or

(ii) damage (including environmental contamination and loss of use) to or loss of any property, including the Project site and adjacent premises, arising out of, in any degree directly or indirectly caused by, or resulting from materials, products or equipment supplied by, or from activities of, or work performed by Amtrak, Contractor and/or their officers, employees, agents, servants, contractors, subcontractors or any other person acting for or with the permission of them, or as a result of Contractor's failure to perform its obligations in compliance with this Project except to the extent such loss, liability, penalty, fine, forfeiture, demand, claim, cause of action, suit, cost, or expense results directly from the sole negligence of the Indemnified Parties.

(b) Contractor shall be responsible for all damages and expenses on account of injuries (including death) to any of its employees, agents, contractors or subcontractors while on the Project site and shall indemnify, defend and hold Amtrak harmless from all claims or damage suits which may arise in consequences of such injuries. Contractor shall also repair or replace any property of Amtrak which is damaged by Contractor's employees, agents, or subcontractors while performing its obligations hereunder.

(c) With respect to any claim against Amtrak for which Amtrak is entitled to be indemnified by Contractor pursuant to this Project, Contractor is not entitled to avoid and shall not avoid providing such indemnification of Amtrak based on any defenses or immunity (whether based on any state statute or common law) Contractor may have with respect to the underlying claim. Further, Contractor acknowledges that Contractor's agreement to waive such protections and defenses and its agreement to purchase such insurance is a material inducement without which Amtrak would not have allowed or permitted this Project.

02.11 Environmental Matters.

As between the Contractor and Amtrak: (i) during the Project Amtrak shall have no liability or obligations with regard to the environment or waste generation and disposal; and the Contractor hereby releases Amtrak from any such liability and (ii) the Contractor shall not seek any contribution from or recovery against Amtrak in such regard. Further, in addition to its obligations under the Risk of Liability Section, the Contractor shall defend, indemnify and hold harmless Amtrak, its officers, directors employees, agents, successors, assigns and subsidiaries ("Amtrak Parties") from and against any and all losses, liabilities, penalties, fines forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees) which any of the Amtrak Parties may hereinafter incur, be responsible for, or pay that the Amtrak Parties would not have incurred or have been responsible for or paid if the Contractor had not undertaken the Project. If requested by Amtrak, the Contractor shall provide copies of the results from any geotechnical testing and any other environmental reports relating to the Project at no cost to Amtrak.

02.12 Permits, Licenses, Approvals; Compliance with Laws and Standards.

A. The City shall secure and pay for all permits, fees, licenses, approvals, or inspections which may be required in connection with the Project.

B. The Contractor and its subcontractors shall perform all work hereunder in accordance with all federal, state, and local laws, regulations, and requirements including, but not limited to, the ADA and applicable historic preservation requirements.

C. The Contractor and its subcontractors shall perform all work in accordance with Amtrak's standards, including but not limited to, the following:

- (i) Engineering Practice 3014 (Maintenance and Protection of Amtrak Traffic during Contractor Operations);
- (ii) Engineering Practice 3014-0114A (Safety and Protection of Amtrak Traffic and Property);
- (iii) Engineering Practice 3016 (Storm Water Drainage and Discharge from Adjacent Property onto Amtrak Right-of-Way);

02.13 Train Delays

In this Section, "Railroad" shall mean National Railroad Passenger Corporation (Amtrak).

Work performed by Contractor must not cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of Amtrak, its lessees, licensees or others, unless specifically permitted, or specifically authorized in writing in advance by Railroad's representative. Additionally, Contractor must not, at any time, impair the safety of Railroad operations or the operations of Railroad's lessees, licensees or other Railroad invitees. Delays to freight or passenger trains affect Railroad's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be responsible to Railroad, including its subsidiaries, affiliated companies, partners, successors and assigns, for all economic losses resulting from unscheduled delays to freight or passenger trains in accordance with the following:

- (i) Contractor will be billed for the economic losses arising from loss of use of equipment and train service employees, contractual incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, its subcontractors or by Railroad performing Work.
- (ii) The parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts with Railroad. Under such arrangements, if Railroad does not meet its contract service commitments, Railroad may (i) suffer loss of performance or incentive pay, or (ii) be subject to a penalty payment. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railroad which are attributable to a train delay caused by Contractor or its subcontractors.
- (iii) The contractual relationship between Railroad and its passenger customers is proprietary and confidential. In the event of a train delay caused by Contractor, Railroad will share information relevant to any train delay to the maximum extent consistent with Railroad confidentiality obligations.

02.14 Qualifications of Contractors.

The Contractor and its subcontractors shall ensure that all subcontractors, agents and employees possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

02.15 Contractor Certification.

Upon completion of the Project, the Contractor shall certify in writing that the Project work is of good quality and has been performed in accordance with the contract documents and to provide

appropriate lien waivers.

02.16 Mechanic's or Other Liens.

The Contractor agrees to coordinate any construction activities with Amtrak and BNSF. If, because of any act or omission of the Contractor or its agents, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Amtrak or BNSF, or any portion of the Project Properties, the Contractor shall, at its own expense, cause the same to be discharged of record within 30 days after becoming aware of such lien or after written notice from Amtrak or BNSF of the filing thereof, and shall defend, indemnify, and save harmless Amtrak and BNSF against and from all costs, liabilities, penalties, and claims, including legal expenses, resulting therefrom. Should Contractor become aware of a possible or actual filing of lien in the above instances, it shall notify Amtrak and BNSF in writing of same in a timely fashion.

03 SUBMITTALS.

The Contractor shall furnish the Engineer and the City of Fort Madison, Iowa duplicate copies of all correspondence, submittals, and agreements between the Contractor and Amtrak. These documents shall be submitted to the City of Fort Madison at the following address:

City Manager
City of Fort Madison Iowa
811 Avenue E
Fort Madison, IA 52627

04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Amtrak Railway Co. will be paid for as a Lump Sum bid item. The Contractor will be paid the Lump Sum bid item price within 30 calendar days after receipt of a signed contract, provided that all necessary certificates of insurance have been submitted to the Department per Article 02.09.

Attachments to this specification:

SP157092-2697(612) Amtrak REQUIREMENTS, Attachment 1
AMTRAK TEMPORARY PERMIT TO ENTER UPON PROPERTY.

NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 2/1/14)

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 Iowa, under the terms and conditions set forth below.

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

_____ (hereinafter called "Property").

3. CONSIDERATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to
Railroad the sum of One Thousand Dollars (\$1,000.00) as compensation for the preparation of this
Temporary Permit. This fee is to be delivered to Railroad at the address set forth in paragraph 9 hereof.

4. 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 9 for contact information.)

5. 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.

6. PROTECTION. All work on, over, under, within or adjacent to the Property shall be performed in
accordance with this Special Provision 2697(612) and the National Railroad Passenger Corporation
(Amtrak) document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF
RAILROAD TRAFFIC AND PROPERTY".

7. 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 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 3 hereof shall be delivered to Railroad at the address set forth in paragraph 9 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit.

8. 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.

9. 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: _____