



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

VIA OVERNIGHT DELIVERY

October 30, 2018

Contract No. T201851601.01
Federal Aid Project No. 5307-2018(08)
Newark Regional Transportation Center, Catenary and Railroad Signal Foundations
New Castle County

Ladies and Gentlemen:

Enclosed is Addendum No. 3 for the referenced contract consisting of the following:

1. The Bid Proposal Cover, revised, to be substituted for the same page in the Proposal.
2. Two (2) pages, Special Provision 801523-Railroad Access Permits, pages 84 and 85 revised, to be substituted for the same pages in the Proposal.
3. Three (3) pages, Bid Proposal Forms, pages 2, 3 and 4, revised, to be substituted for the same pages in the Proposal. Item Numbers 211000, 606012, 606013 and 606030 have been deleted.
4. The Railroad Access Permit information has been posted.
5. Expedite File Disc, Amendments No. 2.

Please note the revisions listed above and submit your bid based upon this information.

Sincerely,

~signature on file~

Robert A. Kovacs
Competitively Bid Contracts Coordinator
Delaware Department of Transportation

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201851601.01

FEDERAL AID PROJECT NO. 5307-2018(08)

CFDA NO. 20.507

Newark Regional Transportation Center, Catenary and Railroad
Signal Foundations

New Castle County

ADVERTISEMENT DATE: October 1, 2018

COMPLETION TIME: 180 Calendar Days

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2016

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time ~~October 30~~ **November 8, 2018**

801523- RAILROAD ACCESS PERMITS

Description:

These items shall consist of securing access permits or "right-of-entry" permits from the two railroads with facilities on the construction site: Amtrak ~~and Norfolk Southern Railroad (NS).~~

Secondly, these items will include coordination with Amtrak ~~and NS~~ for maintenance of railroad traffic along Amtrak's Northeast Corridor ~~and the NS Yard~~ within the project limits. The Contractor shall note that railroad invoices for flagging operations will be paid directly by DelDOT.

Thirdly, these items shall include all safety training required by each railroad, including subsequent annual refresher courses.

General:

The contractor shall coordinate directly with each ~~of the railroads. Refer to Appendix B: "Railroad Access Permit Requirements" for samples~~ railroad. Samples of each railroad's access permit will be posted.

The Contractor shall note that these agreements are subject to change and the latest versions, as supplied by each individual railroad, shall be utilized.

The Contractor shall conform to the requirements of each agreement. Where conflicts occur, the Contractor shall communicate these conflicts in writing to the Engineer and request assistance in resolving the conflict.

The Contractor shall provide three (3) copies of all correspondence between the railroad and the Contractor to the Engineer within seven (7) calendar days of transmittal / receipt. Copies shall be complete and contain all materials submitted / received. ~~The Engineer will forward one copy of these materials to Mr. Vernon Lawton, DelDOT Construction.~~

Safety Training:

All individuals, including representatives and employees of the State or City (or other Authority that may have contracted with the Railroad), the Contractor, and any subcontractor, before entering onto the Railroad's property or coming within 25 feet of the centerline of track or energized wire shall first attend the Railroad's Safety Orientation Class or other railroad approved safety class.

The Contractor shall note that each railroad will have different approved safety classes. This could require some personnel to attend two (2) different railroad safety classes each year.

No Charges to Railroad:

It is expressly understood that neither these Specifications, nor any document to which they are attached, includes any work for which the Railroad is to be billed by the Contractor or any subcontractor, unless the Railroad gives a written request that such work be performed at its expense.

Railroad Protective Services:

State, City (or other Authority letting the Contract) will pay directly to the Railroad, charges by the Railroad for protective services. Wages of the Railroad's Inspector and/or Engineers are deemed to be also included in the Railroad's protection services. The services are performed to insure safe operations of trains when construction work would, in the Railroad's opinion, be a hazard to Railroad operations.

Protection services will be required whenever the Contractor is within 25 feet of the centerline of track or energized wire.

Insurance:

Insurance requirements shall be as stipulated in the access agreement for each of the three railroads. ~~Refer to Appendix B: "Railroad Access Permit Requirements" for samples~~ **Samples** of each railroad's access permit and insurance requirements **will be posted**. The Contractor shall note that these insurance requirements are subject to change and that the most current versions, as supplied by each individual railroad, shall be utilized. Separate policies shall be obtained for each agreement.

Basis of Payment:

Payment for Railroad Access Permits, as herein required, shall be paid for at the Contract Lump Sum price bid for "Railroad Access Permits", which price and payment shall constitute full compensation for the above requirements for all three railroad access permits, which include but are not limited to, all coordination, obtaining and furnishing the required insurance coverage to fulfill the insurance requirements of each individual railroad's access permit, initial railroad safety training, railroad safety training refresher courses, and maintenance of traffic for Amtrak and NS operations within Amtrak's NEC and the NS Yard, during the life of the Contract, except Protective Services (railroad flagging operations) which will be paid directly to the Railroad by the State; all incidental costs imposed by the Railroad on the Contractor arising from the need to meet any or all requirements outlined herein; and for all materials, labor, tools, equipment, appurtenance, and incidentals necessary to complete the item.

Any damage to Railroad property or facilities caused by the Contractor's operations shall be repaired by the Contractor at its own expense and to the satisfaction of the Railroad.

7/16/18

DELAWARE DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF ITEMS

PAGE: 2
 DATE:

CONTRACT ID: T201851601.01 PROJECT(S): 5307-2018(08)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	209005 FURNISHING BORROW, TYPE C FOR PIPE AND UTILITY TRENCH BACKFILL	200.000 CY				
0110	302500 FURNISH AND PLACE STONE	20.000 TON				
0120	606002 DRILLED SHAFT, 42"	1900.000 LF				
0130	606003 DRILLED SHAFT, 48"	250.000 LF				
0140	606022 PERMANENT CASING FOR DRILLED SHAFT, 42" DIAMETER	1900.000 LF				
0150	606023 PERMANENT CASING FOR DRILLED SHAFT, 48" DIAMETER	250.000 LF				
0160	606031 EXPLORATORY DRILLING	215.000 LF				
0170	615509 METAL FABRICATIONS	180000.000 LB				
0180	763000 INITIAL EXPENSE/DE-MOBILIZATION	LUMP	LUMP			
0190	763501 CONSTRUCTION ENGINEERING	LUMP	LUMP			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 3
DATE:

CONTRACT ID: T201851601.01 PROJECT(S): 5307-2018(08)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	763508 PROJECT CONTROL SYSTEM DEVELOPMENT PLAN	LUMP	LUMP			
0210	763509 CPM SCHEDULE UPDATES AND/OR REVISED UPDATES	6.000 EAMO				
0220	763597 UTILITY CONSTRUCTION ENGINEERING	120.000 HOUR				
0230	763598 FIELD OFFICE, SPECIAL I	6.000 EAMO				
0240	801501 MAINTENANCE OF RAILROAD TRAFFIC	LUMP	LUMP			
0250	801520 RAILROAD TIME DELAY - LIGHT OPERATION	25.000 HOUR				
0260	801521 RAILROAD TIME DELAY - MEDIUM OPERATION	100.000 HOUR				
0270	801522 RAILROAD TIME DELAY - HEAVY OPERATION	25.000 HOUR				
0280	801523 RAILROAD ACCESS PERMITS	LUMP	LUMP			
0290	804001 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY (FLOOD LIGHTS)	200.000 EADY				

DELAWARE DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF ITEMS

PAGE: 4
 DATE:

CONTRACT ID: T201851601.01 PROJECT(S): 5307-2018(08)

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	905002 REINFORCED SILT FENCE	2000.000				
		LF				
0310	908004 TOPSOIL, 6" DEPTH	1200.000				
		SY				
0320	908014 PERMANENT GRASS SEEDING, DRY GROUND	1200.000				
		SY				
0330	908020 EROSION CONTROL BLANKET MULCH	1200.000				
		SY				
0340	908023 STABILIZED CONSTRUCTION ENTRANCE	120.000				
		TON				
	SECTION 0001 TOTAL					
	TOTAL BID					



AMTRAK
Engineering
30th and Market Streets – 3 North – Box 15
Philadelphia, PA 19104

Contractor Orientation Training Request

Starting January 2017, the cost of computer based training will increase to \$25.00 per person. This training can be completed at www.amtrakcontractor.com and requires participants to register on the website before accessing the course. The course is available 24 hours / 7 days per week. Participants completing this course are required to be able to **Read, Comprehend and Demonstrate in English their understanding of the materials presented, as well as all the safety instructions, briefings and warnings.** Before taking this course, participants will be required to provide a current photo and have the capability of uploading the photo electronically. At the end of this course, participants are required to pass a comprehensive test to receive a temporary certificate that is valid for fifteen days. A Photo ID card, which is valid for one calendar year from the date of issue, will be mailed to the participant. Each participant will be given three (3) opportunities to pass the test. If unable to pass on the 3rd attempt, the participant will be unable to retake the test for 30 days.

The safety of Amtrak's passengers and all employees working on the property (Amtrak and Contractor personnel) remains our highest priority. For your protection, Amtrak requires that your employees comply with all safety regulations ("Specifications Regarding Safety and Protection of the Railroad Traffic Property").

All contractors must notify the Amtrak Project Manager or Engineer assigned to your project before entering onto railroad property and before coming within twenty-five (25 feet) of the centerline of the track or energized wire. Amtrak's Project Manager or Engineer assigned to your project will assist you with obtaining a temporary "Permit to Enter upon Property" and will arrange for protection if needed. All permits to enter Amtrak property are obtained by contacting the Director of I & C Projects. Safety violations will result in the immediate suspension of work within the railroad's property limits.

Thank You

Amtrak Engineering

Temporary Permits to Enter Upon Amtrak Property (PTE)

Requests for Temporary Permits to Enter Upon Amtrak Property (PTE) must be submitted to Amtrak in writing and include the following information:

1. Name of company requesting the permit (include address and telephone number)
2. Who's attention the permit should be addressed to
3. Permittee's e-mail address
4. Exact location of work (including railroad milepost, if known)
5. Specific work activity being performed on railroad property (please provide dollar value of the contract if work being performed is other than surveys or bridge inspections)
6. Projected duration of work being performed on railroad property
7. Contact, phone and address where invoices should be sent for payment by Permittee.

Due to the heavy volume of requests for Temporary Permits to Enter Upon Amtrak Property, the processing time for initial Permit requests is approximately 30 business days.

Note: Temporary Permits for performing any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) may be issued subsequent to completion of Amtrak's environmental review and approval process. Requests are reviewed on a case-by-case basis. Depending on the site specific circumstances, a separate Site Access Agreement that addresses environmental liability issues may be required prior to any Temporary Permit.

All PTE Requests must be submitted to the Amtrak Engineering Construction Department e-mail or mail as noted below:

- Email to mcgratm@amtrak.com or mailed to:
Senior Manager Engineering
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
2955 Market Street
Philadelphia, PA 19104
-

NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 10/01/17)

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 One Thousand Two Hundred Fifty Dollars (\$1,250.00) 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 Senior Manager Engineering. (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.

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 Senior Manager Engineering, 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 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.

17. ACCEPTANCE. To confirm acceptance of this Temporary Permit, one fully executed copy must be returned to: Senior Manager Engineering, 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: _____

SAMPLE

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

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.

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
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
WASHINGTON TERMINAL COMPANY (WTC)
Revised as of June 21, 2017

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiary Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter 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 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 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 \$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.

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 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 \$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 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 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 \$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. Additionally, 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 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. 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 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 \$2 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 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 \$2 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, 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;
 - 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:

Senior Manager Engineering
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
2955 Market Street
Philadelphia, PA 19104-2817

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