

LEASE AGREEMENT
(Alexandria Union Station)

This Lease Agreement ("Lease") is made and entered into as of this 21st day of June, 2018, by and between the CITY OF ALEXANDRIA, a municipal corporation of Virginia ("LESSOR"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor - South Tower, Philadelphia, PA 19104 ("AMTRAK").

BACKGROUND

LESSOR owns certain real property in the City of Alexandria, in the Commonwealth of Virginia, located at 110 Callahan Drive, which property is commonly known as Alexandria Union Station ("Station"), being more particularly shown on Exhibit 1, attached hereto and made a part hereof; and

AMTRAK desires to lease a portion of the Station as defined in Section 1 below.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LESSOR and AMTRAK do hereby agree as follows:

1. PREMISES

a. LESSOR hereby leases to AMTRAK and AMTRAK leases from LESSOR, for the "Term" (as defined in Section 2 below), and pursuant to the terms and conditions set forth herein, Five Thousand Twenty One (5021) square feet of space in the Station, as marked as the "Premises" on Exhibit 1 attached hereto and made a part hereof, ("Premises"). The Premises shall include office space, ticketing counters, passenger waiting area, and additional portions of building space in the station including but not limited to platforms, main-level storage, and canopies as shown on Exhibit 1.

b. AMTRAK acknowledges that the LESSOR, in the future, may desire to use a portion of the Premises for other purposes. If LESSOR requests any portion of the Premises during the Term, AMTRAK shall work in good faith with LESSOR to negotiate an amendment to this Lease on terms and conditions mutually acceptable to both LESSOR and AMTRAK, but in no event shall AMTRAK be required to accept any proposal by LESSOR to alter the Premises in any way if AMTRAK determines such proposal to not be in AMTRAK's best interest.

2. COMMON AREAS

a. LESSOR also hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR and all others designated by LESSOR for the use of the common areas and common facilities in the Station and on the land on which the Station is located. The Station and the land on which it is located and the "Common Areas" (as defined below) are collectively referred to herein as the "Property". Common areas include designated portions of the Property that are not located within the Premises or any other leased areas and include parking areas, landscaped areas, common entrances, and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises ("Common Areas").

b. LESSOR reserves the right to use or permit the use by others of the Common Areas or marked on Exhibit 1 for retail space or special events, provided that (i) such retail space or special events do not interfere with AMTRAK's use of and operations on the Property as permitted under this Lease, including without limitation, access by AMTRAK's customers and passengers to AMTRAK's services and

(ii) LESSOR provides written notice at least ten (10) days prior to each such event. In no event shall AMTRAK be responsible for any costs or expenses associated with any such special events.

2. TERM

a. The initial term of this Lease shall be for five (5) years ("Term") commencing on July 1, 2018 ("Commencement Date"). AMTRAK shall have the option to extend the Term of this Lease for two (2) additional five (5) year term(s) by giving notice of its intent to exercise this option at least sixty (60) days before the end of the then current term. Any extended term shall be upon all the same terms and conditions as set forth in this Lease and such extension shall be included as part of the Term. The Term will end upon the expiration of the Term, unless sooner terminated (i) by AMTRAK giving thirty (30) days' prior written notice to LESSOR that AMTRAK's rail passenger service to the City of Alexandria will relocate or cease, (ii) in the event LESSOR elects not to rebuild the Station as provided in Sections 13 and 14 in this Lease, or (iii) as otherwise permitted under the terms of this Lease.

b. On or about the Commencement Date, LESSOR shall execute and deliver to AMTRAK a Declaration of Commencement ("Declaration") in the form attached hereto as Exhibit 2. AMTRAK shall promptly execute such Declaration confirming the Commencement Date and return such to LESSOR.

3. RENT

a. AMTRAK shall pay rent in the amount of One Dollar (\$1.00) per Term ("Rent"), receipt of the Rent is hereby acknowledged by LESSOR.

b. "AMTRAK's Proportionate Share" shall mean the ratio of the square footage of the Premises to the square footage of the Station or 97%. AMTRAK's Proportionate Share shall be recalculated if any of the square footage of the Premises, the square footage of the Station or the square footage of both is modified during the Term and the parties shall acknowledge such modification in writing.

c. AMTRAK shall pay LESSOR, annual Operating Expenses for the Station based on AMTRAK's Proportionate Share amount, in accordance with Section 3.d. below. AMTRAK will be solely responsible for all utilities including but not limited to water, gas, sewer, electricity etc. AMTRAK shall also pay Management Fees to the LESSOR in the amount of 3% of the annual Operating Expenses for the Station.

d. Within ninety (90) days after the expiration of each fiscal year ending June 30th, LESSOR shall furnish AMTRAK with a written statement of the actual Operating Expenses ("Operating Expense Statement") incurred for such year accompanied by reports from the City's financial system. AMTRAK shall pay to LESSOR AMTRAK's Proportionate Share of any Operating Expenses.

e. Operating Expenses shall mean and refer to all expenses of LESSOR in operating or maintaining the Property, but excluding from Operating Expenses, and in no event shall AMTRAK be obligated to pay any expenses relating to, the following:

- i. Any charge for interest, depreciation or amortization;
- ii. Leasing and brokerage commissions, marketing costs, disbursements, and other expenses incurred for leasing, renovating, or improving space, unless the improvement of the space is caused by AMTRAK operations or is at the request of AMTRAK for the improvement of its operations;
- iii. Costs incurred because LESSOR violated the terms of the Lease or any other lease or agreement relating to the Property;

- iv. Overhead and profit, including any overhead or profit paid to subsidiaries or affiliates of LESSOR for management or other services on or to the Land or Building or for supplies or other materials, to the extent that the costs of the services, supplies, or materials exceed the competitive costs of the services, supplies, or materials were they not provided by a subsidiary or affiliate;
- v. Rentals and other related expenses incurred in leasing air conditioning systems or other equipment ordinarily considered to be of a capital nature;
- vi. Items and services for which other tenants, insurers or any third party reimburses LESSOR;
- vii. Repairs or other work needed because of eminent domain, fire, windstorm, or other casualty or cause insured against by LESSOR or to the extent LESSOR's insurance required under this Lease would have provided insurance, whichever is the greater coverage, but any expenditures by LESSOR within commercially reasonable insurance deductibles shall be included in Annual Operating Expenses;
- viii. Wages or salaries paid to employees above the level of building manager, or executive personnel of LESSOR or any management company;
- ix. The costs of supplies or inventory in excess of that reasonably required for the period for which operating expenses are determined;
- x. Costs incurred to remedy structural defects; or costs incurred to remedy defects in original construction materials or installations which are either (a) covered by contractor's warranties or (b) brought to LESSOR's attention within the construction warranty period;
- xi. Any costs, fines, or penalties incurred because LESSOR violated any governmental rule or authority;
- xii. Costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy hazardous wastes or asbestos-containing materials from the Premises, Building or Depot unless the wastes or asbestos-containing materials were in or on the Premises, Building or Depot because of grossly negligent acts of Tenant;
- xiii. Legal fees, costs, and disbursements based upon LESSOR's negligence or other tortious conduct, or relating to the defense of LESSOR's title to, or interest in, the Depot or Building;
- xiv. Capital costs, as determined by generally accepted accounting principles consistently applied, including but not limited to capital repairs or replacements, capital equipment, and capital tools;
- xv. Costs to comply with laws and governmental rules and regulations, including but not limited to the Americans with Disabilities Act;
- xvi. Costs incurred to remedy deficiencies in air quality not caused by Tenant;
- xvii. Costs incurred in providing services to any tenant in the Building and not uniformly available to all tenants of the Building including costs for tenant fit outs or alterations;
- xviii. Taxes payable by LESSOR such as income, franchise, or capital stock taxes; and
- xix. All costs and expenses related in any way to any special events that LESSOR permits to be held at the Station.

4. USE

AMTRAK, and AMTRAK's local commuter rail transit partners, may occupy and use the Premises for any lawful purpose reasonably related to the operation of a rail passenger station and business operations, including ticketing, waiting area for passengers, related mail, package, baggage, and express services and office, mechanical and/or engineering facilities, connecting bus service and operations incidental to AMTRAK's or such commuter rail transit partners rail passenger business, and for no other purpose. AMTRAK shall be responsible for procuring any and all applicable governmental licenses or permits for the conduct of its business on the Premises.

5. PARKING

a. AMTRAK shall have the exclusive right to use, free of charge, eight (8) parking spaces in the paved parking area located at the Premises as shown on Exhibit 1 attached hereto.

b. LESSOR may provide a limited number of permits for non-reserved parking in LESSOR'S adjacent lot for on-site Alexandria Union Station employees only. The number of spaces and cost of this additional parking shall be determined after AMTRAK submits documentation to the LESSOR of employees who are assigned to and report for work at the Alexandria Union Station facility, identifies the exact number of spaces needed to support its on-site operations, and provides documents supporting the need.

6. HOURS OF OPERATION

a. AMTRAK shall have the right to keep the Premises open at all such times as it desires consistent with AMTRAK operation of a rail passenger station.

b. At such times as the Premises are not open, as determined by AMTRAK, AMTRAK shall close to the general public (i) the Premises and (ii) the points of entry from King Street to the Station platforms and the tunnel which provides underground access between the Station platforms.

c. AMTRAK shall be responsible for the operation and maintenance of the electronic alarm system for the Station. AMTRAK shall furnish to LESSOR keys to all public rooms within the Premises and access codes for the electronic alarm system. AMTRAK shall not be required to furnish keys or access codes for any rooms or areas that contain AMTRAK's proprietary or confidential equipment, materials or information.

7. UTILITIES

LESSOR shall cause the continued availability of such utilities currently available to the Premises, at the same levels available to the Premises as of the Commencement Date. AMTRAK shall provide all utility service information and or documentation necessary for LESSOR to maintain the property. LESSOR shall not be liable to AMTRAK for any damages, losses, or injuries incurred by AMTRAK, due to an interruption or cessation in the supply of any utility service unless such damages, losses, or injuries are due to an interruption or cessation in the supply of any utility service caused in whole or in part by the intentional or negligent act or omission of LESSOR. Under no circumstances will LESSOR be liable for consequential damages to AMTRAK due to an interruption or cessation in the supply of any utility service.

8. LESSOR'S WORK

Leasehold improvements approved by the LESSOR shall be submitted in the City's Annual Capital Improvement Planning process for final approval and funding. The Station and all such leasehold improvements shall be constructed in accordance with and meet the standards of all applicable statutes,

laws, rules, regulations, ordinances and codes, including without limitation, the Americans with Disabilities Act of 1990, as amended, and the regulations promulgated thereunder ("ADA") and AMTRAK'S safety, security, operation and engineering procedures, as applicable.

9. SIGNS AND COMMUNICATION SYSTEMS

a. AMTRAK's business signs, including all signs designed, erected, placed or maintained by AMTRAK, or allowed to be erected, placed, or maintained by it, on the Property prior to the Commencement Date ("Existing Signs") are deemed approved by LESSOR. AMTRAK may (a) keep and maintain Existing Signs on the Property throughout the Term of this Lease, and (b) replace any or all Existing Signs with new signs of similar size and content when such replacement is warranted in AMTRAK's sole discretion, subject to the rules and guidelines for such signage of City of Alexandria (any such replacement signs shall be deemed Existing Signs). Prior to replacing any Existing Signs with signs of substantially different content or erecting or installing any signs in addition to Existing Signs, AMTRAK must obtain the LESSOR's approval of such replacements. All new signs or replacement signs (including procurement, erection and maintenance) are the sole expense of AMTRAK.

b. AMTRAK's business signs and signs needed for security, passenger information display system, including audio components ("PIDS") or ADA compliance or other signs required for AMTRAK to be in compliance with any laws, statutes, regulations or government requirements are deemed approved by LESSOR ("Business Signs"). AMTRAK may (a) keep and maintain Business Signs (including audio components) on the Property throughout the Term of this Lease. All other signs (other than Existing Signs) shall not be erected without the prior approval of LESSOR, which approval shall not be unreasonably denied, delayed or conditioned. AMTRAK shall not erect or install any sign in the Station that violates any applicable law, ordinance, rule or regulation of any Federal agency.

10. MAINTENANCE, REPAIR AND SERVICES

a. Except as otherwise specifically provided herein, LESSOR, at the costs identified in Section 3.c as Operating Expenses, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station and all fixtures, equipment, components and systems that are a part of the Station or necessary to and for the operation of the Station and AMTRAK's use and occupancy of its Premises, including structural and roof repairs and maintenance, exterior landscaping, paving and maintenance.

b. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Station before delinquency and, to the extent reimbursable pursuant to the terms of this Lease, invoice AMTRAK accordingly.

c. LESSOR shall provide at the costs identified in Section 3.c as Operating Expense:

(i) Heating, ventilation and air conditioning ("HVAC") for the Station, including the Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station at commercially reasonable levels, provided that in no event shall LESSOR maintain heating settings below 68 degrees DB., or air conditioning settings above 74 degrees DB., 50% relative humidity, as appropriate depending on the outside weather conditions. At the Lease Commencement, AMTRAK shall provide to the LESSOR a written schedule of AMTRAK's then current passenger train (and bus) operations. Throughout the Term, AMTRAK shall keep a current written schedule of AMTRAK's passenger train (and bus) operations at the Station and available for LESSOR's review upon LESSOR's request. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs,

alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Premises.

(ii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises or Common Areas;

(iii) Electricity to the Premises in quantities necessary for AMTRAK's purposes and use permitted hereunder and lighting of uniform illumination of an intensity equal to no less than 50 foot candles.

(iv) Replacement of lighting tubes, lamp ballasts, starters and bulbs;

(v) A building manager or engineer capable of responding to AMTRAK's emergency requests for service within two (2) hours; urgent requests within 1-2 days; and routine requests within 3-5 days during all times when AMTRAK's passenger train (and bus) operations are scheduled.

d. AMTRAK shall be responsible for general cleanliness and custodial services within the station including but not limited to facility entrances and exits, lobbies, corridors, breezeways, stairwells, offices, restrooms, storage areas, tunnels, vending areas, platforms, sidewalks, parking lots, etc.

(i) Specifically, AMTRAK shall perform the required work to ensure that the public restrooms are well kept and have no odors. The toilets, washbasins, and urinals are clean and bright. Toilet paper, paper towel holders, and soap dispensers are clean and full. Floors, wainscoting, partitions, and changing stations are clean and graffiti free. All metal fixtures, such as faucets, pipe fittings, and hardware shall be clean and bright. Mirrors shall be clean and the entire appearance shall be one of cleanliness.

(ii) All other areas shall be cleaned at least once daily but should be monitored throughout the day for periodic cleaning as required. As a minimum, AMTRAK shall ensure: all areas are kept free of trash and debris; waste receptacles and recycle bins are emptied and moved to main disposal or recycle areas; floors are swept clean, dust-mopped or damp mopped as required, dead wax, soil, gum, etc. removed, and waxed/buffed to a satisfactory finish; all horizontal exposed surfaces (including supply and return air circulating units and louvers) are dusted using a treated wand; all bright metal work is maintained in a polished condition; all glass cleaned with an approved spray type glass cleaner and cloth; concrete floors and stairwells shall be swept and dusted as required.

e. AMTRAK shall be responsible for extermination and pest control as often as may be deemed necessary in the exercise of prudent management practices and in no event less than semi-annually. To the greatest extent possible, such work shall be performed at times other than when passenger train and bus operations are scheduled.

f. LESSOR shall cause utilities (electricity, water, sewer, gas etc.) to be supplied to the Property sufficiently for the operation of a commercial facility, including provision of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided in Section 4 of this Lease.

g. AMTRAK shall be responsible for the maintenance and repair of any trade fixtures, equipment or other personal property of AMTRAK located on or within the Premises and charges for any services for AMTRAK's sole use and benefit arranged for by AMTRAK separately from the services provided by or to be provided by LESSOR under this Lease.

h. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 10, and such failure continues for more than three business days after written notice from AMTRAK of such failure, AMTRAK may provide any such maintenance, repairs and services or arrange for the provision of such. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within ninety (90) days of notice from AMTRAK for such payment. Upon request of LESSOR, AMTRAK shall supply LESSOR with verification of all costs. If AMTRAK fails to take care of any custodial services, and such failure is not remedied within three (3) business days of Amtrak's receipt of written notice, then LESSOR may perform such services, and bill AMTRAK for the actual costs of providing such services.

11. ALTERATIONS AND IMPROVEMENTS

AMTRAK shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:

a. No alterations or improvements made by AMTRAK shall in any way impair the structural stability or historic integrity of the exterior or interior of the Premises.

b. AMTRAK shall submit written request for LESSOR's approval prior to making any alterations or improvements.

c. Except for AMTRAK's personal property and trade fixtures (including machinery, equipment and furnishings), all alterations and improvements that are permanently affixed to the Station shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

d. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). AMTRAK shall repair any damage to the Premises or Station caused by AMTRAK's removal of its personal property, trade fixtures, or equipment, but AMTRAK shall have no obligation to remove such items from the Station at any time.

e. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Property required for the installation of PIDS (including visual and audio components) or to comply with the ADA, the Rehabilitation Act or implementing any Regulations or other statutes, laws regulations or judicial or legislative mandates. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for such improvements.

f. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Property or adjacent areas for security purposes, to include the right to install security cameras and intrusion detection systems, and once installed LESSOR shall have no responsibility to maintain, replace or restore such security cameras or the intrusion detection system, and once installed, LESSOR shall have no responsibility to maintain replace, or restore such security cameras or the intrusion detection system. If AMTRAK chooses to make such improvements, AMTRAK may enter

in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for improvements required for security and LESSOR shall not be entitled to further compensation. To the extent that LESSOR has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that AMTRAK shall have the right to access information, recordings, feeds and video from such security systems and that AMTRAK may share such information with federal, state or local law enforcement agencies for security purposes.

g. Lessor shall not alter or remove any alterations or improvements made by AMTRAK to the Property during the Term of this Lease or as long as AMTRAK occupies the Premises, without prior written approval of AMTRAK, which approval may be withheld for any reason or no reason at all.

h. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, at AMTRAK's cost and expense, may install and maintain such equipment, in such locations as AMTRAK deems necessary or desirable, to provide wifi service to AMTRAK's customers located within the station, provided that prior to commencement of installation Amtrak provides Lessor with the scope of work to be performed by Amtrak's contractor, and Amtrak's contractor's certificate of insurance. Once installed LESSOR shall have no responsibility to maintain, replace or restore such wifi equipment. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements.

12. INSURANCE AND INDEMNIFICATION

a. AMTRAK shall hold harmless LESSOR, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of AMTRAK, its officers, officials, employees, or agents, in connection with AMTRAK's use of the Premises.

b. AMTRAK shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. AMTRAK shall ensure that all of its contractors performing any work at the station provide and maintain in AMTRAK may, at its option, provide the insurance coverage for any or all of AMTRAK's contractors, meeting the requirements of Attachment B, Section II, provided the evidence of insurance submitted by AMTRAK to LESSOR so stipulates. AMTRAK shall require all of its contractors to provide LESSOR with a certificate of insurance evidencing the insurance coverage required hereunder with LESSOR designated as an additional insured.

d. LESSOR shall hold harmless AMTRAK, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of LESSOR its officers, officials, directors, its employees or agents in connection with this Lease or arising out of its ownership of the Station.

e. LESSOR shall cause all its subcontractors who perform work at the Station to add LESSOR and AMTRAK as additional insureds on subcontractors' general and auto liability insurance policies.

f. LESSOR shall cover its indemnity obligations hereto under the City of Alexandria's Self Insurance Program. LESSOR shall maintain throughout the Term of this Lease excess property insurance on the Station for its full replacement value, with AMTRAK designated as an additional insured.

g. LESSOR shall ensure that all of its contractors providing maintenance and repairs at the station provide and maintain in effect during the course of the Project, at no cost to AMTRAK, insurance as specified in Attachment B, Section I or LESSOR may, at its option, provide the insurance coverage for any or all of LESSOR's contractors, meeting the requirements of Attachment B, provided the evidence of insurance submitted by LESSOR to AMTRAK so stipulates. LESSOR shall require all of its contractors to provide AMTRAK with a certificate of insurance evidencing the insurance coverage required hereunder with AMTRAK designated as an additional insured.

13. DAMAGE OR DESTRUCTION

In the event of destruction, or substantial damage, to the Premises during the Term of this Lease which renders the Premises unusable to AMTRAK, in AMTRAK's sole discretion, LESSOR shall have the option of:

a. Within one hundred eighty (180) days after such damage or destruction, replacing or rebuilding the Station, including the Premises, and in such manner and according to such plans and specifications which would restore the Station, including the Premises, to substantially the same condition as immediately before its destruction or substantial damage, in which event LESSOR shall provide suitable temporary facilities while such replacement or rebuilding is ongoing; or

b. Declining to replace or rebuild, in which event AMTRAK shall have the option of terminating this Lease Agreement by written notice.

c. If LESSOR does not rebuild the Station, AMTRAK may require LESSOR to provide AMTRAK with suitable alternative space to use as a passenger station in the proximity of the Station and adjacent to the passenger platforms.

d. LESSOR shall notify AMTRAK within thirty (30) days after such damages or destruction of LESSOR's decision to rebuild the Station including the Premises or declining to rebuild. During the 180-day repair or replacement period identified in Subsection 13.a above, AMTRAK shall have no obligation to:

(i) Pay any costs or expenses associated with the Station, including the Premises, required under this Lease; or

(ii) Provide any services including janitorial services to the Premises required under this Lease.

14. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by AMTRAK for purposes of the business for which the Premises are leased in AMTRAK's sole opinion, will not terminate this Lease Agreement. If AMTRAK, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, AMTRAK may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should AMTRAK not terminate this Lease, will be to terminate this Lease Agreement as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of LESSOR, except to the extent that part of the award is allocated as damages to fixtures on the Station which were furnished by AMTRAK, damages for the value of AMTRAK's leasehold estate or relocation expenses for AMTRAK.

15. ACCEPTANCE

AMTRAK hereby acknowledges that when it occupies the Premises it shall be deemed "AS IS", except for unknown conditions. AMTRAK shall accept possession of the Premises in its "AS IS" condition on the date of this lease, subject to normal wear and tear. LESSOR has no obligation to perform any work, supply any materials, incur any expenses or make any installations to prepare the Premises for AMTRAK's occupancy, but nothing contained in this Section negates LESSOR's maintenance and repair obligations for conditions that either currently exist at the Premises or that occur in the future.

16. SUBLEASE AND ASSIGNMENT

a. AMTRAK shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent. This provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

b. Notwithstanding the preceding paragraph, AMTRAK shall have the right to sublet or license the use of space within the Premises for the uses and purposes permitted in accordance with the terms of Section 4 hereinabove and retain any revenue from such subleases or licenses.

17. DEFAULT BY AMTRAK

The failure of AMTRAK to substantially perform or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease Agreement within thirty (30) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default or such longer time period if the correction cannot be completed within said 30 days, provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

18. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK

a. If an Event of Default by AMTRAK occurs, as provided in Section 17, LESSOR shall have the right (unless otherwise specified in the termination notice), in addition to any rights of the LESSOR at law or in equity and after written notice to AMTRAK, to terminate this Lease and enter and take possession of the Premises and expel, oust and remove any and all parties who may occupy any portion of the Premises, all in accordance with all applicable laws and procedures.

b. In case of any termination, re-entry, and/or dispossession by the LESSOR in accordance with lawful proceedings:

(i) The Rent which is due and owing up to the time of termination, re-entry or other dispossession shall become due thereupon and be paid up to the earlier of (a) the time of such termination or (b) upon reentry, dispossession or expiration; and

(ii) LESSOR may relet the Premises or any part or parts thereof, in the name of LESSOR, for a term or terms which may at LESSOR's option be less than or exceed the period which would otherwise have constituted the balance of the Term of the Agreement.

19. LESSOR'S DEFAULT

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after notice from AMTRAK identifying such failure, or such longer time period if correction cannot be completed within 30 days, provided that LESSOR has commenced such correction, such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may:

- a. Perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance (including attorney's fees) within thirty (30) days after AMTRAK presents an invoice to LESSOR for such performance;
- b. terminate this Lease; or
- c. pursue any and all rights and remedies available at law or in equity.

20. QUIET ENJOYMENT

If and so long as AMTRAK shall keep all the covenants and agreements required by it to be kept under this Lease, LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by AMTRAK. AMTRAK acknowledges the need for capital improvement of the facility and surrounding area. In such cases the LESSOR shall notify AMTRAK of the scheduled construction and planned accommodations to ensure ingress/egress of AMTRAK passengers.

21. RIGHT OF ENTRY UPON PREMISES

LESSOR and its agents and employees shall have the right to enter upon the Premises, if accompanied by an AMTRAK employee, to inspect the same to determine if AMTRAK is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease.

22. TAXES

Pursuant to 49 U.S.C. §24301(I), AMTRAK is exempt from all state and local taxes, surcharges, or fees.

23. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES

a. AMTRAK agrees to comply with all applicable laws, ordinances, rules, regulations, and requirements of Federal authorities now existing or hereinafter created in its use of the Premises, which AMTRAK deems are applicable and which are not the responsibility of LESSOR.

b. LESSOR agrees to comply with all applicable laws, ordinances, rules, regulations and requirements of Federal, state, county or other governmental authorities (including, without limitation, the ADA, the Rehabilitation Act and Regulations) now existing or hereinafter created in connection with LESSOR's ownership, maintenance and use of the Station and the Property.

c. LESSOR represents and warrants that the Station, Property and improvements thereon, including but not limited to parking areas and paths of travel, comply with the ADA, the

Rehabilitation Act and Regulations. If any noncompliance therewith is found to exist, LESSOR will, at its sole cost, immediately make repairs, replacements or alterations necessary to comply with such. Nothing in this Lease shall be interpreted as making AMTRAK a responsible party for purposes of accessibility requirements under the Americans with Disabilities Act with the exception of signage elements described in Section 9.

d. Upon request from any governmental authority including but not limited to the Federal Railroad Administration ("FRA"), the LESSOR shall provide an accessibility plan, including proposed ADA related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the Station and the Property into compliance. To the extent that the leasing or the development of the Station requires approval by the FRA under 49 CFR 37.42(d) or any other applicable regulation or pursuant to the requirements of any grants from the Federal government to AMTRAK, the LESSOR shall provide FRA with a boarding plan for the Station before any platform improvements have begun.

e. Nothing in this Lease shall be interpreted as making AMTRAK a "responsible person" under the ADA for the purposes of accessibility requirements under the ADA.

24. CONDITION OF PREMISES UPON SURRENDER

When AMTRAK vacates the Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, AMTRAK shall leave the Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted and as may be altered, modified or improved in accordance with the terms of this Lease.

25. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

26. PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

27. PARTIES BOUND

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns.

28. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LESSOR:
City of Alexandria
Department of General Services
301 King St
Alexandria, Virginia 22314
Attn: Director of General Services

AMTRAK:
National Railroad Passenger Corporation
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Senior Director
Real Estate Development

with a copy to:
Office of the City Attorney
301 King Street, Suite 1300
Alexandria, Virginia 22314

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

29. ADJUDICATION

All adjudication relating to this Lease shall be in Federal Courts.

30. TIME OF ESSENCE, BINDING UPON HEIRS, ETC.

Time is of the essence of each and all the terms and provisions of this Lease and the terms and provisions of this Lease Agreement shall extend to and be binding upon and inure to the benefit of the, administrators, successors and assigns of the respective parties hereto.

31. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

32. ENTIRE AGREEMENT

This Lease contains the sole and only agreement of the parties relating to the matters contained herein. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Lease are of no force or effect.

33. LANGUAGE CONSTRUCTION

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Lease.

34. HOLDING OVER

If AMTRAK shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

35. AMENDMENT

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

36. SALE OF THE STATION/NON DISTURBANCE

LESSOR, and all succeeding landlords agree that it shall not sell, transfer, assign or in any manner dispose of or change ownership or control of the Station without the written consent of AMTRAK. Such consent shall be subject to, inter alia, the new landlord, controlling party or owner agreeing in writing to be bound by all of the provisions of this Lease. This Lease shall be recorded by LESSOR in the recorder of deeds for the City of Alexandria. This Lease shall not be subordinate to any other liens, mortgages or encumbrances unless such owner or holder of the lien, mortgage or other encumbrance signs a non-disturbance agreement approved by AMTRAK, in its sole discretion, prior to any disposition of the Station.

37. AUDIT RIGHTS

AMTRAK or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to five (5) years after this Lease is terminated, and after advance notice to LESSOR, to make any examination or audit of LESSOR's books and records which relate in any way to the Station. LESSOR shall reimburse

AMTRAK, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by AMTRAK in the course of post-audit negotiations with LESSOR. Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

38. STATUTORY RIGHTS

a. AMTRAK has been afforded certain statutory rights under 49 USC Section 24308. Prior to entering into any agreement with a third party to convey the Property, LESSOR shall notify AMTRAK. Upon receipt of such notice, AMTRAK may submit to LESSOR for inclusion into any sales agreement and deed of conveyance for the Property, language that preserves AMTRAK's rights to use the Station. LESSOR shall not convey the Property unless (i) AMTRAK waives the requirements of this Section or (ii) LESSOR includes in any sales agreement and deed or other instrument to convey the Property language that AMTRAK approves preserving AMTRAK's rights to use the Station.

b. Nothing herein shall waive any rights benefiting AMTRAK whether statutorily granted or in the land records for the Property or granted pursuant to other means. Any provision in this Lease that is inconsistent with any statutory or other rights of AMTRAK to which AMTRAK has voluntarily agreed in this Lease is not intended to be a waiver of such rights, which may be exercised at any point in the future.


c. The termination of this Lease is not intended to be a termination of nor will it constitute a termination of any rights granted to AMTRAK pursuant the land records for the Property or any statute or by any other means. The rights and obligations of the parties in this Section 38 shall survive the expiration or termination of this Lease.

SIGNATURES OF THE PARTIES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"LESSOR"


CITY OF ALEXANDRIA, a municipal
corporation of Virginia

By:  Laura B. Triggs, Deputy City Manager, FOR
Name: Mark B. Jinks
Title: City Manager


Assistant City Attorney
Approved as to Form

"AMTRAK"

NATIONAL RAILROAD PASSENGER CORPORATION

By: 
David Handera
VP Stations, Properties, and Accessibility

PREMISES

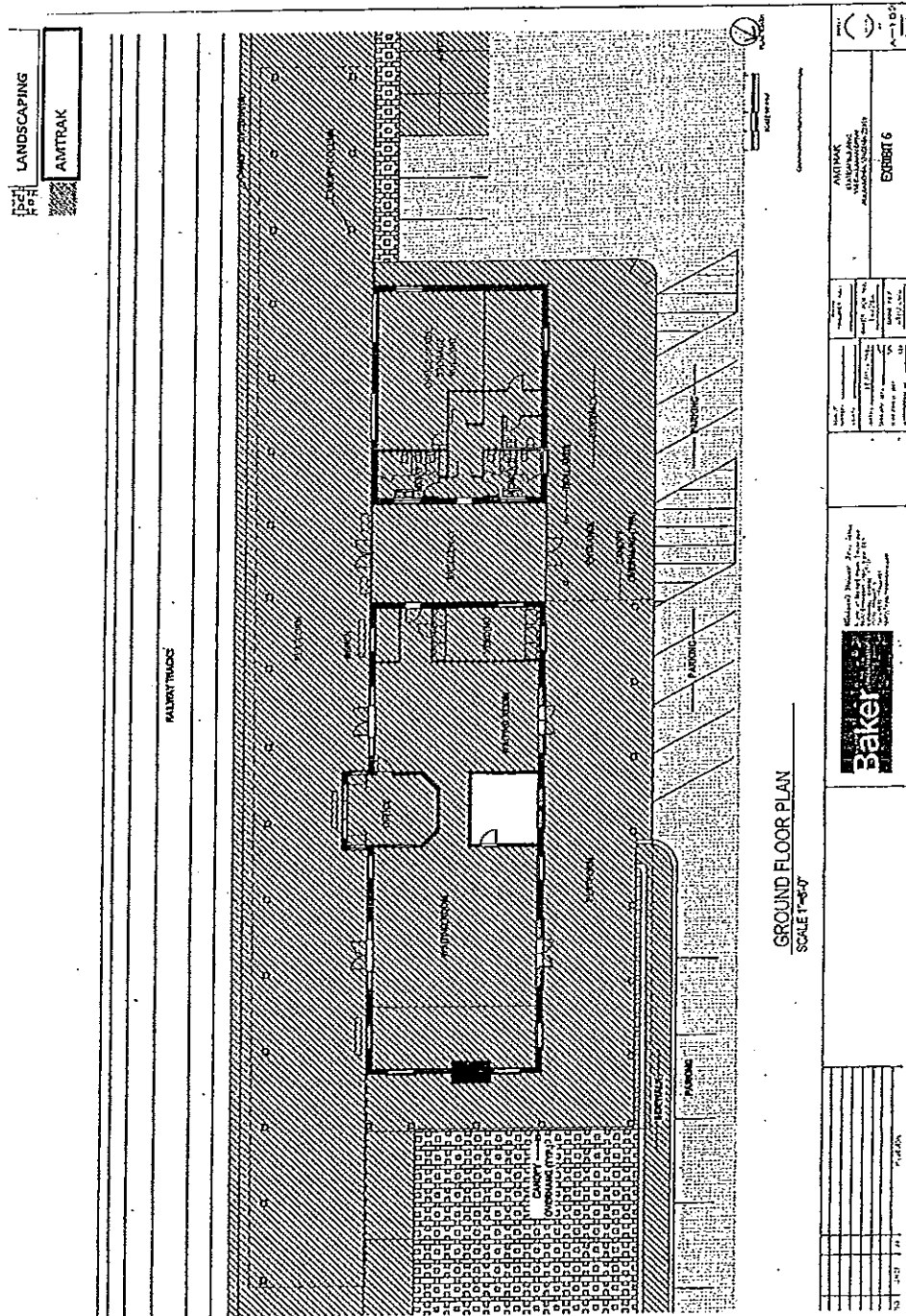


Exhibit 2

DECLARATION OF COMMENCEMENT

This Declaration of Commencement is attached to and made a part of the Lease dated as of June, 2018, by and between the City of Alexandria, Virginia (LESSOR) and the National Railroad Passenger Corporation (AMTRAK) for the Premises (as defined in section 1 of the Lease).

LESSOR and AMTRAK declare that possession and occupancy of the Premises has been delivered to AMTRAK. The Commencement Date of the Premises is July 1, 2018.

City of Alexandria, Virginia
(LESSOR)

National Railroad Passenger Corporation
(AMTRAK)

By: [Signature]
Printed Name: Laura B. Triggs, Deputy City Manager, FOR
Title: David B. Triggs
Date: 6/26/18

By: [Signature]
Printed Name: David Handera
Title: VP, Stations, Properties, & Accessibility
Date: 6/5/18

[Signature]
Assistant City Attorney
Approved as to Form

Attachment B
Insurance Requirements

I. CITY INSURANCE REQUIREMENTS

The Contractor shall be required to maintain, in force, insurance as described below and approved by the City for the duration of the Contract. Insurance coverage shall be a Contract specific or occurrence based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable.** Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **The City of Alexandria, VA, shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, defend and hold harmless the City, for any and all liability, claims, expenses, lawsuits, etc., arising from this Contract.

Insurance policies must be acceptable to the Contracting Officer, and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the Commonwealth of Virginia.

A. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the Commonwealth of Virginia, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.

B. AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the Commonwealth of Virginia whether vehicle is registered in Virginia or not.

C. BUILDER'S RISK INSURANCE

The Contractor shall take out, and pay all premiums and deductibles for a Contract specific Builder's Risk Insurance policy, to include coverage of fire, vandalism and malicious mischief upon the Work, with limits to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, materials in place or to be used as part of the permanent construction, including temporary structures, miscellaneous materials and supplies incident to the Work during term of the Contract or course of construction. Contractor shall

provide a Certificate of Insurance with the City of Alexandria, VA named as additional insured.

D. COMMERCIAL GENERAL LIABILITY REQUIREMENTS

The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all Subcontractors with limits no less than:

(Very Large General Construction Contracts – Risk Exceeding \$2 Million)

- A. \$10,000,000.00 Annual Aggregate
- B. \$5,000,000.00 Per Occurrence
- C. \$5,000,000.00 Products and Completed Operations;
- D. \$5,000,000.00 Personal and Advertising Injury.

OR

(Large General Construction Contracts – Risk Exceeding \$1 Million)

- A. \$5,000,000.00 Annual Aggregate
- B. \$2,000,000.00 Per Occurrence
- C. \$2,000,000.00 Products and Completed Operations
- D. \$2,000,000.00 Personal and Advertising Injury

OR

(Subcontractors or other small construction Contracts – Risk up to \$1 Million)

- A. \$2,000,000.00 Annual Aggregate
- B. \$1,000,000.00 Per Occurrence
- C. \$1,000,000.00 Products and Completed Operations
- D. \$1,000,000.00 Personal and Advertising Injury

E. PROFESSIONAL LIABILITY

The Contractor shall purchase and maintain Professional Liability insurance in the maximum amount shown in Section D for Commercial General Liability requirements. Professional Liability policy shall be maintained in force for a minimum of (3) three years following completion of the Contract.

F. POLLUTION LIABILITY (if project involves environmental hazards)

The Contractor shall purchase and maintain Pollution Liability Insurance with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate

G. UMBRELLA LIABILITY COVERAGE

(Very Large General Construction Contracts – Risk Exceeding \$2 Million)
\$10,000,000.00 Per Occurrence

(Large General Construction Contracts – Risk Exceeding \$1 Million)
\$5,000,000.00 Per Occurrence

(Subcontractors or other small construction Contracts – Risk up to \$1 Million)
\$2,000,000.00 Per Occurrence

H. SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall also require all first-tier Subcontractors who will perform work under this Contract to procure and maintain Virginia statutory limits of Workers' Compensation insurance. The Contractor shall furnish the Contracting Officer's Representative satisfactory evidence of Subcontractors' Insurance PRIOR to the Subcontractor starting work.

II. AMTRAK INSURANCE REQUIREMENTS

The Contractor shall be required to maintain, in force, insurance as described below and approved by Amtrak for the duration of the Contract. Insurance coverage shall be a Contract specific or occurrence based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable.** Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **AMTRAK shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, defend and hold harmless Amtrak, for any and all liability, claims, expenses, lawsuits, etc., arising from this Contract.

Insurance policies must be acceptable to the Contracting Officer, and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the Commonwealth of Virginia

1. Contractor shall indemnify, defend and hold harmless the City, for any and all liability, claims, expenses, lawsuits, etc., arising from this Contract.

- a. 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

- b. 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.

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

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

\$1,000,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employee

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 an Outer Continental Lands Act Endorsement are required.

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

This policy shall have the following minimum limits of coverage:

(Very Large General Construction Contracts - Risk Exceeding \$2 Million)

- E. \$10,000,000.00 Annual Aggregate
- F. \$5,000,000.00 Per Occurrence
- G. \$5,000,000.00 Products and Completed Operations;
- H. \$5,000,000.00 Personal and Advertising Injury.

OR

(Large General Construction Contracts - Risk Exceeding \$1 Million)

- E. \$5,000,000.00 Annual Aggregate
- F. \$2,000,000.00 Per Occurrence
- G. \$2,000,000.00 Products and Completed Operations
- H. \$2,000,000.00 Personal and Advertising Injury

OR

(Subcontractors or other small construction Contracts - Risk up to \$1 Million)

- E. \$2,000,000.00 Annual Aggregate
- F. \$1,000,000.00 Per Occurrence
- G. \$1,000,000.00 Products and Completed Operations
- H. \$1,000,000.00 Personal and Advertising Injury

UMBRELLA LIABILITY COVERAGE

(Very Large General Construction Contracts - Risk Exceeding \$2 Million)
\$10,000,000.00 Per Occurrence

(Large General Construction Contracts – Risk Exceeding \$1 Million)
\$5,000,000.00 Per Occurrence

(Subcontractors or other small construction Contracts – Risk up to \$1 Million)
\$2,000,000.00 Per Occurrence

In addition, the following shall apply:

- A. The policy shall name City of Alexandria, Va, National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. The policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
 - C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
 - D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.
4. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall have the following minimum limits of coverage:

\$1,000,000	Each Occurrence, Combined Single Limit
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In addition, the following shall apply:

- A. The policy shall name City of Alexandria, Va, National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.
 - C. In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.
5. **Railroad Protective (RRP) Liability Insurance** covering the Operations performed by Contractor within fifty (50) feet vertically or horizontally of railroad tracks. The policy shall be written on a 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). The policy shall have the following minimum limits of coverage:

\$5,000,000	Each Occurrence
\$10,000,000	Policy Aggregate

In addition, the following shall apply:

- A. The policy shall have coverage 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.
- B. Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy.
- C. "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."

- 6. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.
- 7. **Builder's Risk/Installation Floater** is required if Contractor's work involves construction or renovation of a building or structure. Contractor shall provide builder's risk coverage issued for the work to cover property in the course of construction, soft costs, and delay in completion, including coverage for damage to existing property and property of others, and the loss of use thereof. In addition, Contractor shall provide installation floater coverage for personal property installed, fabricated or erected by Contractor, including material in transit or storage during the course of the work. Coverage shall be on an all-risk, full replacement value basis, including labor, materials in place, on site, in storage, off-site or in transit and include coverage for perils of Flood, Earth Movement, Wind and Terrorism. City of Alexandria, Va, National Railroad Passenger Corporation shall be named as a loss payee, with respect to its interest in the covered property.
- 8. **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, which arise from the Operations of Contractor. The policy shall have the following minimum limits of coverage:

\$5,000,000	Each Occurrence
\$5,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The policy shall name City of Alexandria, Va, 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.
 - B. The coverage shall be maintained during the term of the Operations and for at least two (2) years following completion thereof.
9. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor or its transporter, as well as the

disposal site operator, shall maintain this insurance. The policy shall have the following minimum limits of coverage:

\$5,000,000	Each Occurrence
\$5,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to Amtrak.
 - B. The policy shall name City of Alexandria, VA, 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.
 - C. 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.
10. **Professional Liability Insurance** covering the liability of Contractor for any errors or omissions committed by Contractor providing professional design or engineering services in the performance of the Operations, regardless of the type of damages. The policy shall have the following minimum levels of coverage:

\$2,000,000	Per Claim
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The coverage shall be maintained during the Operations and for at least three (3) years following completion thereof.
- B. The policy shall have a retroactive date that coincides with or precedes any design work on the project.
- C. 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.

MISCELLANEOUS

1. General

- A. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed.
- B. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates.
- C. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed.
- D. Unless noted otherwise herein, all insurance shall remain in force until all Operations are satisfactorily completed, all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted.
- E. Contractor may provide for the insurance coverages with such deductible or retained amount as Amtrak may approve from time to time, except, however, that Contractor

shall, at its sole cost, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force.

- F. Contractor's failure to comply with the insurance requirements set forth in these Insurance Requirements shall constitute a violation of the Agreement.
2. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Amtrak (and, as appropriate, the City and WTC) and their agents, officers, directors, and employees. The waiver must be stated on the certificates of insurance.
 3. **Punitive Damages** Unless prohibited by law, no liability insurance policies required herein shall contain an exclusion for punitive or exemplary damages.
 4. **Claims-Made Insurance** If any liability insurance specified herein shall be provided on a claims-made basis then, in addition to coverage requirements above, the following shall apply:
 - A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
 - B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability, Pollution Legal Liability) for at least three (3) years following completion of Operations; and
 - D. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.
 5. **Evidence of Insurance**
 - A. Contractor shall submit to Amtrak the original RRP Liability Insurance Policy and certificates of insurance evidencing the other required insurance. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within thirty (30) days of Amtrak's written request.
 - B. Contractor shall furnish evidence of insurance as specified herein at least fifteen (15) days prior to commencing Operations. The fifteen (15) day requirement may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak.
 - C. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies.
 - D. ALL INSURANCE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING.