# EXHIBIT L

**FORM OF INDEMNITY AGREEMENT**

**CERTIFICATE BY *[insert name of consultant]***

# TO NATIONAL RAILROAD PASSENGER CORPORATION

This Certificate (“Certificate”) effective this day of , 20 , is made by

*[insert name of entity]*, a *[insert type of entity (e.g., corporation/partnership/limited liability company) and state of incorporation or formation*

*- for example, a Delaware limited liability company]* with its principal offices located at

*[insert location]* (“Consultant”) to National Railroad Passenger Corporation, a District of Columbia corporation with its principal offices located at 1 Massachusetts Avenue, N.W., Washington, DC 20001 (“Amtrak”).

**WHEREAS**, Amtrak and (“Developer”) have entered the Ground Lease and Development Agreement dated as of , 2020 pursuant to which Developer will develop a project (the “Project”) at William H. Gray 30th Street Station (the “Station”); and

**WHEREAS**, Developer has retained the services of Consultant to provide engineering and/or design services in support of the Project; and

**WHEREAS**, due to the location of the Project relative to Amtrak property, including but not limited to the Station, and the potential impact of the Project on such property and/or operations, the Project work may not proceed without Amtrak’s prior review and approval of the plans, drawings and specifications; and

**WHEREAS**, in order to advance the Project, Consultant and Developer desire Amtrak’s review and approval of Consultant’s plans, drawings and specifications therefor; and

**WHEREAS**, Consultant agrees that protection of Amtrak’s property and operations is a public safety concern.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the covenants and agreements contained herein, intending to be legally bound, Consultant hereby represents, acknowledges, and agrees as follows:

1. Recitals. The recitals set forth above in the WHEREAS clauses are incorporated into the terms

of this Certificate as if fully set forth herein.

1. Consideration for Execution of this Certificate. In consideration, *inter alia*, for Amtrak

reviewing the plans, drawings and specifications which are needed for Consultant to perform its obligations under Consultant’s agreement with Developer, Consultant hereby executes this Certificate.

1. Indemnification.
2. Indemnification for Public Liability and Property Damage

For claims other than those arising out of professional services, Consultant hereby agrees to defend, indemnify and hold harmless Amtrak and any other affected railroad, as well as their respective officers, directors, employees, designated agents, successors, assigns, and subsidiaries (collectively, the “Indemnified Parties”), from and against any and all liabilities, claims, demands, fines, suits, and costs (including reasonable cost of defense and reasonable attorneys’ fees), for damages arising out of bodily injury, death, and property damage, which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of Consultant’s work and/or in the work of its officers, directors, employees, designated agents, subconsultants, successors, assigns, subsidiaries, and any other persons acting for or by permission of Consultant to the extent of the design and/or engineering services Consultant is providing for Developer in support of the Project.

1. Indemnification for Professional Liability

For liability arising out of professional services, the Consultant shall indemnify but shall have no duty to defend Amtrak or its officers and employees against liability for damages for which it may be liable to the extent such damages are actually caused by the negligent acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent acts or omissions to the extent of the design and/or engineering services Consultant is providing for Developer in support of the Project.

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 Consultant or its subconsultants or designated agents, and shall survive the termination of the agreement between Amtrak and Developer.

1. Insurance. Consultant agrees to procure and maintain in effect professional liability insurance

covering the liability of Consultant for all negligent errors or omissions committed by Consultant, its officers, directors, employees, subconsultants, successors, assigns, and subsidiaries, and any other persons acting for or by permission of Consultant in the performance of any design and/or engineering services in support of the Project. The insurance shall be maintained during the term of Consultant’s agreement with Developer and for at least three years following completion of all services to be performed by Consultant in support of the Project. The insurance shall have limits of liability of not less than $1,000,000 million dollars per claim and $1,000,000 million dollars in the annual aggregate.

Prior to Amtrak reviewing any plans, drawings and specifications, Consultant shall provide to Amtrak an insurance certificate reflecting that Consultant has the insurance as stated above. At least one (1) time every year thereafter, Consultant shall provide to Amtrak an updated insurance certificate reflecting that Consultant has the insurance as stated above.

1. Review of and/or Consent to Documents. Any review of and/or consent to Consultant’s plans,

drawings and specifications by Amtrak shall be for the purpose of examining the general arrangement, design and details of the Project for potential impact on Amtrak’s property and operations and conformity with Developer’s obligations to Amtrak. Amtrak assumes no responsibility for, and makes no representations or warranties, express or implied, as to the design, condition, workmanship and/or adequacy of the plans, drawings and specifications.

1. Permit to Enter. Nothing herein is intended to grant Consultant the right to enter upon the

right-of-way or other property of Amtrak. If entry onto, above, or below Amtrak’s right-of-way or other property is required for purposes of this Project by Consultant, Consultant must execute the then-current version of Amtrak’s “Temporary Permit to Enter Upon Property.”

1. Governing Law. This Certificate shall be governed by and construed under the laws of the

District of Columbia. All legal proceedings in connection with any dispute arising under or relating to this Certificate shall be brought in the United States District Court for the District of Columbia.

**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound hereby, has executed this Certificate.

# [CONSULTANT]

By:

Name:

Title:

Date: