

## 5.3 PERFORMANCE REQUIREMENTS

### 5.3.1 GENERAL - ROLLING STOCK

- A. The Contractor shall maintain VRE's fleet in compliance with all requirements of this specification. The Contractor shall ensure that serviced, inspected, maintained, repaired and cleaned equipment, in compliance with this specification, is available for service to enable trains to depart from the respective yards at the designated times with the specified number of cars.
- B. The Contractor shall maintain documentation as required by this specification and have that documentation available for review by VRE or any governing regulatory agency upon request.
- C. The Contractor shall provide reports and status on rolling stock maintenance activities as required by this specification.
- D. The Contractor shall be fully liable for the cost of repairs made as a result of damage caused to VRE equipment during yard operations that is beyond normal wear and tear.

### 5.3.2 GENERAL - FACILITY MAINTENANCE

The Contractor shall inspect, maintain and clean the yards as required by this specification. The Contractor shall ensure that the yards are maintained as orderly, organized and safe working environments. The Contractor shall protect the value of all of VRE's assets made available during the course of this Contract. The Contractor shall be fully liable for the cost of repairs made as a result of damage caused to VRE track or buildings during yard operations that is beyond normal wear and tear.

## 5.4 PERFORMANCE MEASURES

### 5.4.1 LIQUIDATED DAMAGES AND INCENTIVES

Refer to **SECTION 2.3 INCENTIVES** and **SECTION 2.4 LIQUIDATED DAMAGES** for a listing of incentives and **liquidated damages**. **Liquidated damages** listed in **SECTION 2.4.1 MAINTENANCE LIQUIDATED DAMAGES** shall be waived for the first three (3) months following the Commencement Date.

