

26.3 POLLUTION LIABILITY INSURANCE

- A. The Contractor shall obtain at no additional cost to VRE, pollution liability insurance in an amount no less than one million dollars (\$1,000,000) with preference for a one (1) year extended reporting endorsement.
- B. The Contractor shall assume full responsibility and liability for compliance with Federal, State, and Local regulations pertaining to training, work practices, hauling disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

26.4 INDEMNIFICATION OF CONTRACTOR BY VRE

- A. Subject to the provisions of **SECTION 39. INDEMNIFICATION** and **SECTION 59. INSURANCE** of the General Terms and Conditions, as well as the provisions of **SECTION 26. INSURANCE** hereof, the VRE shall include the Contractor as an additional insured in its Commuter Rail Operations Liability Insurance Plan established pursuant to §§15.2-4618 and 4526 and §8.01-195.3 of the Code of Virginia for liability for claims of personal injury and death, as well as property damage, arising out of the Contractor's provision of the Contract services. The VRE shall also provide property insurance for its equipment and property used by the Contractor in the provision of the Contract services. **The Contractor shall be responsible for any damage to equipment and/or facilities caused by the Contractor, up to \$250,000 per occurrence.**
- B. Notwithstanding the provisions of A, the Contractor shall indemnify the VRE in accordance with **SECTION 39. INDEMNIFICATION** of the General Terms and Conditions for all claims arising out of the Contract services with a value up to five (5) million dollars, and shall provide insurance for such claims pursuant to **SECTION 59. INSURANCE** of the General Terms and Conditions and **SECTION 26. INSURANCE COVERAGE** hereof. The Contractor shall be responsible for the provision of claims services for all such claims in accordance with the provisions of **SECTION 26.5 CLAIMS SERVICES** hereof.
- C. In accordance with the terms of its Commuter Rail Operations Liability Insurance Plan, VRE shall indemnify the Contractor for all claims arising out of the Contract services in excess of five (5) million dollars up to a total annual aggregate value of two hundred and fifty (250) million dollars. VRE shall be responsible for the provision of claims services for all such claims in accordance with the provisions of the Commuter Rail Operations Liability Insurance Plan.

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SECTION 26. INSURANCE COVERAGE

