

57. **FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:** The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project which is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses on each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

58. **SUPPORT OF EXCLUSIONARY OF DISCRIMINATORY SPECIFICATIONS:** Apart from inconsistent requirements by Federal statute or regulations, the VRE complies with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance for procurements with exclusionary or discriminatory specifications.

59. **INSURANCE:** The Contractor shall secure, pay the premiums for and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as identified on the "VRE Insurance Requirements" document. Items marked "X" are required to be provided. By signing and submitting a proposal under this solicitation, the Offeror/Bidder certifies that if awarded the Contract, it will have the insurance coverages identified and described herein at the time the Contract is awarded. The Offeror/Bidder further certifies that it and any subcontractors will maintain these insurance coverages and the minimum limits of liability as stated, during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia. **As an alternative to purchasing commercial policies through insurance companies, the Contractor may propose a plan of self insurance for some or all of the coverages required hereunder. The plan of self insurance must be acceptable to VRE. The Contractor shall provide financial and other information concerning the plan of self insurance sufficient for VRE to determine if the coverage provided thereby is acceptable.**

Proof of compliance with these insurance requirements shall be furnished to VRE in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within 10 calendar days of notice of award of Contract and before any work under the resultant Contract will be allowed to commence. All insurance must be raised as change orders are made to the Contract.

Renewal certificates shall be furnished to VRE not less than 14 calendar days prior to the expiration or termination date of the applicable policy(ies). Otherwise, VRE may halt all work under the Contract upon expiration or other termination of any required coverage, and work will not be allowed to resume until a satisfactory renewal certificate is received.