

## SECTION 26

### INSURANCE COVERAGE

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#### 26.1 GENERAL

- A. By signing and submitting an offer, the Contractor certifies that if awarded the Contract, it will have the insurance coverages identified and described in **SECTION 26.2 VRE INSURANCE COVERAGE REQUIREMENTS** at the time of Contract award.
- B. The Contractor further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia. The Contractor's insurance shall be primary to all other coverages VRE may possess.
- C. 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 ten (10) calendar days of notice of award of Contract and before any work under the resultant Contract will be allowed to commence.
- D. Failure to provide the Certificate(s) when required may be cause for VRE to award a Contract to the next responsible and responsive Contractor. However, in no event shall work be performed until the required Certificates of Insurance have been furnished and approved by VRE.
- E. All insurance must be raised to an amount approved by VRE as change orders are made to the Contract.



## 26.2 VRE INSURANCE COVERAGE REQUIREMENTS

“X” denotes that coverage is required	Description	Coverage
X	A. Worker’s Compensation and Employer’s Liability	Limits as required by statute
X	Admitted in Virginia	YES
X	All States Endorsement	Statutory
	USL&H Endorsement	Statutory
	Voluntary Compensation	Statutory
X	B. General Liability shall be Commercial General Liability endorsed as broad form to include minimum limits (see item L. below):	
	<ul style="list-style-type: none"> <li>• General Aggregate</li> <li>• Products &amp; Completed Operations Aggregate</li> <li>• Personal &amp; Advertising Injury</li> <li>• Each Occurrence</li> </ul>	<b>\$5,000,000</b> <b>\$5,000,000</b> <b>\$5,000,000</b> <b>\$5,000,000</b>
	Contractual Liability	
	Personal Injury	
	Independent Contractors	
	XCU Property Damage Exclusion Deleted	
X	C. Automobile Liability (Coverage sufficient to cover all vehicles owned, used, or hired, by the Offeror/Bidder, his agents, representatives, employees or subcontractors.) Minimum limits:	
	<ul style="list-style-type: none"> <li>• Combined Single Limit</li> <li>• Medical Expense Limit</li> </ul>	<b>\$1,000,000</b> <b>\$ 5,000</b>
	D. Professional Errors and Omissions	
	E. Builder’s Risk	
	F. Installation Floater	
	G. Garage Liability	
	H. Garage Keeper’s Legal Liability	
	I. Fire Legal Liability	
	J. Railroad Protective Liability Insurance. VRE shall be named as insured. <b>The language shall read as follows:</b> <u>Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission together known as the Virginia Railway Express.</u>	
X	K. Pollution Liability	<b>\$1,000,000</b>
X	L. VRE shall be named as insured on General Liability Policy (this coverage is primary to all other coverages VRE may possess). <b>The language shall read as follows:</b> <u>“Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission together known as the Virginia Railway Express”.</u>	
X	M. Thirty (30) days cancellation notice required.	
X	N. Best’s Guide Rating – A:VI or better or Equivalent	
X	O. The Certification must state RFP/IFB No. and RFP/IFB Title	
	P. Umbrella Liability	
X	FELA, if applicable	Minimum <b>\$5,000,000</b> per claim



### 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, and shall include the Contractor as an additional insured on such insurance policies.
- 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.



- D. Excluded from the foregoing indemnification provided by the VRE shall be any and all claims for personal injury to, and death of officers, directors, employees, agents, and contractors of the Contractor. The Contractor shall be solely responsible for such claims and, in accordance with **SECTION 39. INDEMNIFICATION** of the General Terms and Conditions, shall indemnify VRE for all such claims.

## 26.5 CLAIMS SERVICES

- A. The Contractor shall be responsible for the investigation, defense, and payment of judgments and settlement of claims with a value of less than five (5) million dollars arising out of the operation of the Contract Services.
- B. The Contractor shall promptly notify the VRE of any accident and/or injury that occurs in the course of the provision of the Contract services in accordance with the VRE's safety policies and procedures.
- C. The Contractor shall notify VRE on the day of the incident, as well as to provide the VRE an update of the incident and the handling of the matter within twenty four (24) hours of the first report to the VRE. Thereafter, the Contractor shall submit claims reports, no less than monthly, in a manner and form acceptable to VRE.
- D. The Contractor shall work cooperatively with VRE to ensure that any claim arising out of the operation of the Contract services is handled in a prompt and reasonable manner. All claims with a value anticipated to exceed five (5) million dollars shall be investigated and managed by VRE under the Commuter Rail Operations Liability Insurance Plan.

