

PART I
SCHEDULE

SECTION

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SECTION A

PURPOSE/BACKGROUND

A.1 PURPOSE

- A. The purpose of this Request for Proposals (RFP) is to establish one (1) or two (2) Contracts with qualified and experienced firms to provide all labor, supervision, equipment, materials, supplies, tools, transportation and have sufficient financial resources to perform maintenance services for VRE commuter rail stations and parking facilities. The major tasks consist of daily custodial services (including landscaping and winter seasonal services) and preventive maintenance services (including repairs and construction services).
- B. The Contractor shall perform work in accordance with **ATTACHMENT P.1 – GENERAL TERMS AND CONDITIONS** included herein.

A.2 BACKGROUND

- A. The Virginia Railway Express (VRE) operates commuter rail service to the District of Columbia from Northern Virginia. The Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) are the transportation districts established under Virginia law that jointly own and operate this service.
- B. VRE began operations in 1992 and carries an average of 16,000 daily passengers. In addition, growth and service changes have added many new facilities and infrastructure enhancements to VRE's program of projects. VRE is committed to continued infrastructure and operational improvements, as the future growth of VRE will depend upon service reliability and the ability to expand to accommodate additional passengers.
- C. VRE operating territory encompasses eighteen (18) stations (including parking garages and parking lots) and eighty-nine (89) route miles as described in the "Rider Guide" that is available in hard copy upon written request. Station addresses, with location maps, and operating schedules are shown. This information is also available on the VRE website at www.vre.org under "Service Information". See **ATTACHMENT P.2 - AERIAL PHOTOGRAPHS OF VRE STATIONS** included herein.



SECTION B

SPECIAL TERMS AND CONDITIONS

B.1 TERM OF CONTRACT

- A. The term of the Contract shall consist of a Base Year with the option to extend for four (4) one-year periods. The Base Year will commence on the date the Notice-To-Proceed is issued. The exercise of a Contract option will be at the sole discretion of VRE. The Contract will be extended by VRE under the terms and conditions of the original Contract.
- B. A written notice of VRE's intention to exercise an option will be given approximately thirty (30) days prior to the expiration date of the Base Year and each Option Year.
- C. The Contractor may submit a request for an escalator based on the Urban Consumer Price Index (CPI) thirty (30) days prior to the end of each option year.

B.2 TYPE OF CONTRACT

This is a firm-fixed unit price requirements Contract.

B.3 CONFORMITY WITH SCOPE OF WORK

All deviations from the scope of work (**ATTACHMENTS P.3 and P.4**) shall be authorized in writing by VRE. It is further agreed that no extra compensation for material or labor shall be allowed for services evidently necessary within the general intent of these specifications for the thorough delivery of services.

B.4 VRE RESPONSIBILITY

VRE reserves the right to add or delete services under this Contract by written amendment executed by both parties.



B.5 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be completely responsible for supervising and directing the work under this Contract and all Subcontractors that it may utilize, using adequate skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor.
- B. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.
- C. The Contractor shall coordinate his work with VRE's ongoing operations and other construction activities performed by VRE or other Contractors.

B.6 LITIGATION AND NOTIFICATION

The Contractor shall notify the VRE Contract Administration Manager if any of the following occur:

- A. The Contractor or any of the Subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract;
- B. Proceedings are commenced which could lead to revocation of related permits or licenses;
- C. Permits, licenses or other Government authorizations relating to this Contract are revoked;
- D. Litigation is commenced which would affect this Contract; and
- E. The Contractor or any of the Subcontractors become aware that their equipment or facilities or actions are not in compliance or may fail to comply in the future with applicable laws or regulations.

B.7 LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting its proposal, certifies and warrants that the items or products to be delivered under this Contract shall be



properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of Title 15 U.S.C. §1263 or Title 7 U.S.C. §136.

B.8 HAZARDOUS MATERIALS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance on-site, the Contractor shall stop work in the affected area and report the condition to VRE in writing.

B.9 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment and methods described in the Contract documents that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted after award without the written approval of VRE. The VRE will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.
- B. The Contractor shall not substitute materials, equipment or methods unless VRE has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from VRE, unless approved otherwise.

B.10 WARRANTY OF MATERIALS AND WORKMANSHIP

- A. The Contractor warrants that all workmanship shall be of standard industry practice and quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.
- B. Work not conforming to these warranties shall be considered defective.
- C. This warranty of workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this Contract.



B.11 WORK SITE DAMAGES

Any damage resulting to VRE or Railroad property, existing utilities, or finished surfaces from the performance of this Contract shall be repaired to the satisfaction of VRE at the Contractor's expense.

B.12 DELAYS

When delay occurs due to reasonable causes beyond the control of the Contractor, including but not limited to acts of God, acts of government or any governmental agency, war or war conditions, riot or civil conditions, sabotage, strikes, lockouts, accident, fire, flood, typhoons, hurricanes, explosion, damage to equipment, or facilities, the time for performance and completion of work may be adjusted and extended as required to accommodate those delays and their effect. Upon written receipt of a request and justification for an extension from the Contractor, the VRE Contracting Officer may extend the time for performance of the Contract or delivery of work herein specified at the VRE Contracting Officer's sole discretion. The Contractor shall use reasonable diligence to remove or overcome any such causes as expeditiously as possible.

B.13 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Contractor agrees that to the fullest practical extent it has satisfied itself by its own investigation and research regarding all conditions affecting the work to be performed, the labor and materials needed, and that its decision to execute this Contract is based on such investigation and research in addition to the estimate of the quantities or other information presented herein.

B.14 CONTRACTOR LICENSES AND PERMITS

- A. Without additional cost to VRE, the Contractor shall be responsible for obtaining any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in connection with the performance of this work.
- B. The Contractor shall provide copies of all current, valid licenses and permits held by the Contractor.



- C. The Contractor performing the preventive maintenance services outlined in **ATTACHMENT P.4** shall have a Class “A” Contractor’s license and include a copy of such license in their proposal.

B.15 SUBCONTRACTING

- A. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall identify in the proposal, the names, qualifications and experience of the proposed Subcontractors. Any changes in Subcontractors after award of the Contract shall be subject to approval by VRE.
- B. No portion of the work shall be subcontracted without prior written consent of VRE, and any Subcontractors must be identified as per the paragraph A. above.
- C. The Contractor shall submit to VRE for approval and attachment to this Contract, a list of Subcontractors and their required signed certifications/contracts and contact information. During the period of performance, the Contractor shall not substitute Subcontractors and/or key personnel without the written approval of VRE. The Contractor shall notify VRE within five (5) calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new Subcontractor information and other information as requested.
- D. Proposed substitutions must have comparable qualifications and experience to those being replaced. VRE will notify the Contractor within ten (10) calendar days after the receipt of all required information if this change is approved and VRE and the Contractor shall subsequently amend the required Contract documents.

B.16 SAFETY RULES AND SECURITY AT VRE’S RAILROAD FACILITIES

- A. The Contractor is responsible for initiating, maintaining and supervising safety precautions and programs in connection with this Contract. This includes Contractor employees and other persons who may be affected thereby, as well as materials and equipment, both in storage and on-site.



- B. In an emergency, the Contractor shall act at its discretion to prevent threatened damage, injury or loss. Prior to start of work, the Contractor shall submit a safety and security work plan to VRE for review and approval.
- C. The Contractor and its employees performing work at VRE stations must take part in a Safety Training class provided by VRE.
- D. In the performance of this Contract, the Contractor shall comply with the safety rules contained in “VRE Rules to Live By” (see **ATTACHMENT P.5**).

B.17 UNIFORMS

The Contractor shall provide uniforms and name tags (displaying the employee’s name and the Contractor’s name) for personnel performing services at VRE stations, facilities, parking lots, and equipment layover yards.

B.18 PERSONNEL

- A. Security Clearance/Background Checks. The Contractor shall conduct security clearance/background checks for persons to perform work on this Contract and provide the resulting information to VRE upon request. The Contractor shall not hire any person who has been convicted of a felony.
- B. Point of Contact (POC). The Contractor shall assign a single point of contact who can be reached by VRE twenty-four (24) hours a day, seven (7) days a week. The POC shall be capable of dispatching the qualified resources necessary to respond to a service call when requested by VRE. The POC shall schedule, oversee and manage the preventive maintenance and Task Order work performed under this Contract.
- C. Contractor’s Employees. The persons assigned to perform work on this Contract must be properly educated, trained and licensed as required. The Contractor must affirm that each employee shall be in compliance at all times. The Contractor’s employees must:
 - 1. Possess a valid driver’s license;
 - 2. Be able to read, write, speak and understand the English language;



3. Undergo a security clearance to confirm he/she has never been convicted of a felony, or of driving under the influence of alcohol or narcotics;
4. Be in a uniform suitable for the season and task being performed; and
5. Wear a name tag.

B.19 COMMUNICATIONS

- A. The Contractor shall establish a work control database to track VRE facilities work, work status and scheduling.
- B. Contact and communication with VRE patrons shall be minimal.
- C. The Contractor shall provide a single point-of-contact for coordination with VRE.

B.20 EQUIPMENT AND SUPPLIES

- A. The Contractor shall provide the equipment and supplies necessary to perform the services on this Contract.
- B. The Contractor shall purchase/lease equipment for use in the performance of this Contract. Routine maintenance of the equipment must be carried out outside of the hours designated for performance for this Contract.
- C. Vehicles must be numbered or lettered and identified with the Contractor's business name and telephone number.

B.21 KEYS AND ACCESS BADGE

VRE will issue keys, access badges and alarm codes to the Contractor's personnel as needed. The Contractor shall be responsible for use and return of access badges and keys. If issued items are lost, the Contractor shall be responsible for replacement and rekeying costs. (See **ATTACHMENT P.6 - VRE KEY, FARE EXEMPT PASS AND BADGE AGREEMENT FORM**).



B.22 PROGRESS MEETINGS

The Contractor shall attend monthly progress meetings at either of the following VRE Offices:

VRE Headquarters
1500 King Street, Suite 202
Alexandria, VA 22314

VRE Fredericksburg Office
400 Prince Edward Street
Fredericksburg, VA 22401

B.23 REGULATORY COMPLIANCE WITH LAWS AND PERMITS

The Contractor agrees it shall comply with all applicable Federal, State and Local regulations.



SECTION C

TASK ORDER SERVICES

C.1 GENERAL REQUIREMENTS

- A. VRE will initiate work for specific maintenance, repairs, renovation and construction services by requesting a Task Order proposal from the Contractor. The scope of work may include descriptive literature, plans and specifications. The Contractor must provide a Task Order proposal in writing or indicate why they cannot produce a proposal within the time allowed.
- B. A five (5) business day turn around is required from the time VRE issues a work request to when the Contractor shall submit a Task Order proposal, unless otherwise allowed by VRE. No work shall take place without issuance of a Task Order unless otherwise directed by VRE.
- C. A Task Order format shall be developed by the Contractor and approved by VRE.
- D. Task Order proposals submitted by the Contractor shall include documentation to support Task Order costs including quotes obtained from Subcontractors, material costs, labor, profit and overhead, etc.
- E. Task Orders must be signed by VRE and the Contractor prior to the Contractor commencing work.
- F. Task Orders shall be subject to appropriation and availability of funds as described in **Clause No. 8, Availability of Funds in ATTACHMENT P.1 – GENERAL TERMS AND CONDITIONS** included herein. In no event, shall the Contractor be authorized to incur costs under an individual Task Order in excess of the total amount of funds obligated against that Task Order.
- G. Work shall begin once a Task Order is executed or as specifically directed by VRE. The Contractor shall perform work assigned under this Contract as further described in Task Orders that are issued. The work shall be in accordance with the terms and conditions of the Task Order or as specified



elsewhere in the Contract. In the event of conflict between a Task Order and this Contract, the Contract shall control.

- H. Task Orders shall be subject to a not-to-exceed dollar amount. The Contractor is not authorized to perform work or incur costs under a Task Order in excess of the total amount of funds approved for that Task Order by VRE. VRE must authorize any changes to the not-to-exceed dollar amount of a Task Order.
- I. There is no minimum or maximum limit on the number of Task Orders that may be issued against this Contract within the total Contract value. VRE is not obligated to expend all funds authorized under this Contract.
- J. In the event that a Task Order is cancelled prior to completion of the work, the Contractor will be paid for approved costs up to the issuance of the cancellation.
- K. For all Task Orders, the Contractor shall, at the time of invoicing, provide copies of invoices from Subcontractors and for supplies purchased to complete the work performed under the Task Order. Certified payroll may also be required.
- L. The Contractor shall provide a monthly progress report of all Task Orders to include a summary of progress made during the reporting period, any issues encountered, and any anticipated schedule or budget changes.
- M. This Contract may be funded in part by federal monies. As a result, federal requirements such as those included in **ATTACHMENT P.1 - GENERAL TERMS AND CONDITIONS**, including Davis Bacon wage determination may apply. In addition, certain assistance may be requested in order to help VRE meet federal requirements, including, quarterly completion of Disadvantaged Business Enterprise (DBE) forms by the Contractor.
- N. Examples of Task Orders – The following tasks may be performed under Task Orders and included in this Contract:
 - 1. Lighting repairs;
 - 2. High mast re-lamping, repairs and installation;



3. Painting;
4. Caulking repairs and installation;
5. Concrete repairs and installation;
6. Fence repairs and installation;
7. Gate repairs and installation;
8. Gypsum wall repairs and installation;
9. Landscape repairs and installation;
10. Parking lot repairs and paving;
11. Window/door repairs and installation;
12. Roof repairs and installation;
13. Building repairs and construction;
14. Electrical and communication line repairs and installation;
15. Road repairs and installation;
16. Generator repairs and installation;
17. Alarm system repairs and installation;
18. PA system repairs and installation;
19. Ticket Vending Machine repairs and installation;
20. Sign repairs and installation;
21. Glass repairs and installation;
22. Plumbing repairs and installation;
23. HVAC repairs and installation;
24. Elevator repairs and installation;
25. Telephone and TTY repairs and installation;
26. Hazardous material cleanup/response;
27. Design and engineering services;
28. Janitorial cleaning;



29. Moving and hauling services;
30. Miscellaneous repairs;
31. Emergency services;
32. Switch gear testing, repairs and installation;
33. Oil/Water separator maintenance, repairs and installation; and
34. Other assigned tasked as needed.

C.2 PROCEDURES

- A. VRE may issue a Request for Task Order which includes a detailed description of proposed work. The Contractor will prepare and submit a proposal in a timely manner in order to not cause delay to the project schedule.
- B. Once the scope, cost and schedule are agreed upon, VRE will execute the proposal as a Task Order.
- C. The Field Representative, if any, is not authorized to approve changes or authorize extra work.
- D. For Task Orders being performed by Subcontractors with a value under \$5,000, the Contractor shall solicit and receive a minimum of two (2) Subcontractor quotes.
- E. For Task Orders being performed by Subcontractors with a value over \$5,000, the Contractor shall solicit and receive a minimum of three (3) Subcontractor quotes.

C.3 AUTHORIZATION/SUPPLEMENTS

- A. VRE may issue a directive instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Task Order supplement. The Contractor must perform the work regardless of whether a formal Task Order has been established. The final cost for additional work may be computed per time and materials change orders as outlined herein.



- B. The Contractor may propose a change by submitting a request for change to VRE, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect.
- C. Task Order supplements shall be in a format acceptable to VRE.
- D. The document will describe changes in the work and will designate a method of determining any changes to the Task Order sum and schedule.
- E. Promptly execute the change in work.
- F. No change to a Task Order shall be accepted without proper VRE notification and approval.
- G. The Contractor shall provide written notice of intent to claim additional cost or time within thirty (30) days of his knowledge of such. Failure to do so will result in automatic rejection of claims.

C.4 TYPES OF TASK ORDERS

A. Lump Sum

VRE may issue a lump sum Task Order based on the proposal request and the Contractor's fixed price quotation or the Contractor's request for a Task Order as approved by VRE.

B. Unit Price

1. VRE may issue a unit price Task Order for pre-determined unit prices and quantities. The Task Order will be executed on a fixed unit price basis. VRE may negotiate unit price based on item quantity.
2. Over-run of estimated quantities will only be allowed as approved by VRE. The Contractor shall notify VRE in writing for work that may occur beyond the item quantity provided in the Contract.
3. Confirm in-place quantities with the field representative on a daily basis as work is completed. Unless otherwise noted, work will be paid for based on in place quantities.



4. For unit costs or quantities of units of work that are not pre-determined, the Contractor shall execute work under a Task Order supplement.

C. Time and Material

1. VRE may issue a time and material Task Order for an identified scope of work.
2. The Contractor shall submit a Task Order proposal indicating time and materials for the work. Submittal shall include an estimated not to exceed budget amount for the work.
3. The Contractor shall review time and material records with the field representative to obtain daily agreed upon quantities.
4. The Contractor shall maintain detailed records of work performed on a time and material basis.
5. The Contractor shall confirm in-place quantities with the field representative on a daily basis as work is completed. Unless otherwise noted, work will be paid for based on in place quantities.
6. The Prime Contractor's overhead and profit shall be computed at fifteen percent (15%) of his actual reasonable net cost and as per the General Terms and Conditions. Overhead costs shall include site supervision, home office costs, hand tools, insurances and other general direct and indirect overhead costs.
7. If any of the work is performed by a Subcontractor, the General Contractor shall be paid the actual reasonable net cost of such subcontracted work as may be approved by the VRE, plus twenty percent (20%) of materials and direct labor to cover the General Contractor's overhead and profit, Subcontractor's overhead, profit, superintendence, administration, insurance and other overhead-costs. VRE may reject subcontractor costs if deemed unreasonable.



C.5 EXECUTION OF TASK ORDERS

- A. VRE and the Contractor will execute Task Orders by signing and accepting the terms.
- B. Only fully executed Task Orders may be invoiced for payment.
- C. Upon execution of Task Orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the Task Order.



SECTION D

INVOICING AND PAYMENT

D.1 GENERAL REQUIREMENTS

- A. Invoices for services/goods ordered, delivered, and accepted shall be submitted monthly by the Contractor directly to the payment address shown below:

Attn: Accounts Payable
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314-2730

- B. Task Order work shall be invoiced individually and separate from the monthly invoices submitted for custodial and maintenance services.
- C. Invoices at a minimum, shall contain the following information:
1. Name, address and telephone number of Contractor;
 2. VRE Contract number and Task Order number, if applicable;
 3. Invoice number;
 4. Service date and period of invoice;
 5. Description of services performed and date completed;
 6. Total cost for materials;
 7. Total cost for subcontracted work;
 8. Total cost for in-house trades (including number of hours worked and hourly rate paid to each employee);
 9. Cost plus percentage mark-up;



10. Total invoice amount;
11. Total cumulative amounts invoiced; and
12. Contractor's signature, notarized.

D. The following documents shall be attached to each invoice:

1. Subcontractors' invoice;
2. Personnel: names, titles, hours, billing rates;
3. Details of reimbursable expenses, including receipts;
4. Material invoices or receipts;
5. Copy of executed Task Order; if applicable.
6. Payroll certification for in-house trades (to include employee name, trade, hourly rate paid, total hours worked and the employee's signature); and
7. Davis Bacon Wage Determination and certified payroll, if applicable.

E. If invoices fail to satisfy the above criteria, they will not be processed for payment and will result in the invoice being returned to the Contractor for correction.



SECTION E

CONTRACT DELIVERABLES

E.1 USE OF DOCUMENTS

The Contractor agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data prepared by or for it under the Contract shall be made available to VRE at all reasonable times during the period of the Contract and upon termination or completion of the work. VRE shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided for in the Contract.

E.2 CONTRACT REPORTS

During the term of the Contract, the Contractor shall submit to VRE the following reports outlined below:

- A. Incident Report - A written report of an event (accident or vandalism) completed on an incident form. See **ATTACHMENT P.7 – INCIDENT REPORT** included herein. These reports shall be submitted to VRE within twenty-four (24) hours of an event.
- B. Activity Report - A log of ongoing activities shall be maintained and submitted to VRE weekly. The report shall include details of ongoing activities, items requiring attention and automobile counts in each commuter parking lot and garage.
- C. Project Report - Updates on the status of projects and Task Orders (including invoices) shall be submitted to VRE monthly.

E.3 MAINTENANCE SERVICES REPORTS AND DOCUMENTS

In addition to the reports listed above, the Contractor performing maintenance services shall maintain the following maintenance reports and documents and submit to VRE:



- A. Maintenance and Repairs Report - A record of inspections, test results, maintenance performed, and repairs shall be completed in a logbook. One (1) copy shall be maintained at each site. The reports must be current and in good order. The logbook shall be submitted to VRE by the 5th business day of each calendar month.
- B. Submittals - One (1) copy of all approved shop drawings, product data, samples and any similar required submittals must also be available on-site.
- C. Inspection Certificate - A current inspection certificate shall be maintained inside the elevator and a copy submitted to VRE.
- D. Emergency Repairs Report - A written report of all findings and actions taken in response to elevator emergency repairs shall be recorded in a logbook and maintained on-site at each station.

E.4 PERFORMANCE AND PAYMENT BONDS

- A. The Contractor who is selected to enter into a written Contract with VRE shall furnish a Performance Bond and Payment Bond or Irrevocable Letters of Credit.
- B. The Contractor shall deliver to VRE within ten (10) calendar days of the notification of award a duly executed Performance Bond and Payment Bond or Irrevocable Letters of Credit payable to the “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as the Virginia Railway Express.”
- C. The **Performance Bond** shall be in the amount equal to one hundred percent (100%) of the Contract as guarantee to the faithful performance of the Contract.
- D. The **Payment Bond** shall be in the amount of the value of subcontracted work as guarantee for the payment to all persons who have and fulfill contracts, which are directly with the Contractor.
- E. The Sureties of all bonds shall be of such surety company or companies as are approved by Virginia and are authorized to transact business in the Commonwealth of Virginia. No Contract shall be deemed to be in effect until the bonds have been approved by VRE.



- F. The Contractor shall provide appropriate bond forms prior to or at the time of Contract award to VRE for review and approval. The Contractor may use the American Institute of Architects (AIA) bond forms or a format that is substantively similar.
- G. VRE may require additional bond protection when a Contract price is increased.
- H. A copy of the revised bonds shall be provided by the Contractor to VRE. The Contractor shall execute change orders with the consent of the surety or sureties on the Performance and Payment Bonds unless otherwise directed by the sureties.

E.5 INSURANCE COVERAGES

- 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 O.1 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.



E.6 POLLUTION LIABILITY INSURANCE FOR MAINTENANCE SERVICES

- A. Prior to performing maintenance services, 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.

