

PART B
SCOPE OF SERVICES

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SECTION 11

ENVIRONMENTAL SERVICES

11.1 GENERAL

- A. The Contractor shall operate, maintain, and service environmental systems located throughout the VRE yards as indicated herein. The Contractor shall maintain environmental permits, certificates and licenses necessary to perform Contract services and maintain the Service Property. Permits, certificates, and licenses shall be obtained in the name of the Contractor, or the Environmental Subcontractor whenever possible.
- B. The Contractor shall properly dispose of any waste or hazardous material in accordance with all applicable federal, state and local regulations. The Contractor, with the assistance of Subcontractors, shall furnish all labor, materials, tools, and equipment to operate, test, service, maintain, and repair VRE's environmental system leading up to the oil/water separators.
- C. The Contractor shall retain the services of a properly certified and licensed Hazardous Materials Disposal Subcontractor, a properly qualified Environmental Subcontractor and a licensed Pest Control Subcontractor to perform the specialized services included in this section.
- D. The Contractor shall return the work area to its original conditions after conducting work efforts included in this Section.
- E. Materials, parts, and equipment procured under these specifications are the property of VRE, unless indicated otherwise.
- F. The Contractor shall keep storage of hazardous and waste materials on the premises to a minimum.

11.2 ENVIRONMENTAL PERMITTING/REPORTING

- A. The Contractor shall comply with and maintain current all appropriate permits, certificates, licenses, and the like relating to the Service Property, Support Property and systems and facilities used in performing the Contract Services.
- B. Within thirty (30) days of Notice to Proceed, the Contractor shall submit to VRE, for review and approval, a draft program to manage the transfer, updating and record keeping for all permits, licenses, and certificates.



- C. The final program shall be adopted within ninety (90) days of Notice to Proceed. This program shall be submitted in an electronic format and shall include, but not be limited to, compliance with all local, state and federal environmental laws and regulations.
- D. Within thirty (30) days of Notice to Proceed, the Contractor shall submit to VRE for review and approval, a draft Emergency-Spill Response/Spill Prevention Control and Countermeasure (SPCC) Plan, including a chain of command for each applicable Service Property location. A final Emergency Spill Response/SPCC plan for each facility shall be adopted within ninety (90) days of Notice to Proceed. This plan shall be updated on an annual basis and provided to the VRE by July 1st of each Contract Year.
- E. The Contractor shall complete periodic inspections and reporting requirements necessary to maintain all environmental permits, certificates, and licenses. Inspections and reporting shall include, but not be limited to, quarterly reports for NPDES Permits, Storm Water Prevention Plans, Spill Prevention Control and Countermeasures Plans (SPCC).
- F. Applications for permits, certificates, and licenses and correspondence with regulatory agencies regarding permits, certificates, licenses and the like, relating to the Service Property, Support Property and systems will be prepared and forwarded to VRE ninety (90) days prior to expiration. The Contractor shall maintain the tracking of permits, certificates, and licenses.
- G. The Contractor shall procure permits, certificates and licenses that can be obtained only in the Contractor's or Environmental Subcontractor's name, to pay all charges, fees and taxes, and give notices necessary or incidental to the obtaining and provision of such permits, certificates and licenses at the Contractor's sole expense.
- H. The Contractor shall cooperate with VRE in the procurement of any permits that must be obtained by either VRE or both VRE and the Contractor, including without limitation, preparation of permit applications, and preparing responses to questions and comments on the permit applications.
- I. The Mobilization Plan shall include a listing of all required permits and a schedule for transferring those permits into the Contractor's name. Applicable permits will be transferred to the Contractor prior to the Commencement Date. The Contractor shall be responsible for any and all costs associated with the transfer of permits.
- J. In general, VRE will retain management of SWPP Plans and BMP's. The Contractor shall perform maintenance and upkeep of the storm system in the yards up to the oil/water separator inlet (drip pans, inspection pits, drain inlet covers, ballasted and hard surfaces).
- K. VRE will clean separators (to monitor waste) and maintain SW ponds every six (6) months. Any spills or overloading of oil/water separators or other storm water management systems due to services performed under this Contract shall be rectified by the Contractor at no additional cost to VRE. Additional services of these systems shall be performed by the Contractor on an as-needed basis.



11.3 AIR EMISSIONS TESTING, PERMITTING AND REPORTING

- A. The Contractor shall be responsible for all testing, monitoring, permitting and reporting related to air emission controls at the CRMF (Commuter Rail Maintenance Facility). The Final Approval and Facility Wide Emissions Cap approved by the Environmental Protection Agency (EPA) contain specific emission limitations, conditions, and requirements that must be met. The Contractor shall comply with the conditions included in the permit.
- B. The Contractor must maintain fuel usage logs, which are to include total monthly fuel usage for all combustion units, and total CRMF fuel usage for the previous twelve (12) months.
- C. A monthly report must be submitted to VRE that includes a copy of all fuel usage logs and calculates the past twelve (12) months of fuel usage.
- D. Receipts and logs must be maintained on-site and available for inspection by any regulatory agency upon request.
- E. The Contractor must maintain logs for the CRMF that include total locomotive engine hours per month and total engine hours for the previous twelve (12) months. Engine hours shall include the specific date and time that any locomotive is running within the CRMF, from the time it is started or enters to the time it is shut down, plugged in or exits the CRMF.
- F. The log shall also include the name and signature of the responsible foreperson.
- G. Engine hours must be calculated on a daily basis.
- H. Monthly run time reports must be submitted by the Contractor to VRE.
- I. Logs must be maintained on-site and available for inspection by any regulatory agency upon request.

11.4 HAZARDOUS MATERIAL DISPOSAL

- A. Any regulated waste or hazardous materials located on the service property produced or generated while delivering the Contract services shall be disposed of in accordance with all applicable environmental regulations.
- B. Within thirty (30) days of Notice to Proceed, the Contractor shall submit to VRE for review and approval, a draft policy and procedures manual and draft guidelines for handling and managing hazardous waste and materials required for the Contract services.
- C. The Contractor shall adopt the approved plan within ninety (90) days of Notice to Proceed. Said policies shall include but not be limited to, spill prevention and control, hazardous materials, medical waste handling, hazardous materials or waste generators.



The policies shall be developed in compliance with applicable local, state and federal environmental laws and regulations, applicable permits; coordinated with the policies of the VRE; and kept up-to-date.

- D. Storage of hazardous materials shall be limited to areas as indicated by VRE and in compliance with codes and regulations. Facilities for storage may not exist, however, the Contractor shall provide the needed facilities or store off site. The Contractor shall minimize storage of waste, regulated and hazardous materials on the Service Property.
- E. Disposal of any regulated materials such as: petroleum based products, antifreeze, oils, lubricants, paint, fluorescent light bulbs, railroad ties, drip pans, and batteries shall be through the services of a properly certified and licensed Hazardous Materials Disposal Contractor.
- F. Disposal of defective or obsolete batteries shall begin within one (1) week of removal from service and completed within sixty (60) days. Battery disposal and storage sites shall be in accordance with OSHA regulations.
- G. The Contractor shall take immediate actions to comply with all applicable local, state and federal laws and regulations and permit conditions concerning the release of any contaminant on or along the Service Property without regard to source.
- H. The Contractor and Subcontractors shall comply with all written policies maintained by VRE or applicable regulatory agencies pertaining to environmental compliance and/or response policies and procedures, including coordination with VRE, and/or their designated subcontractor(s) or representative(s).
- I. Copies of all waste management documentation, including material handling, manifests, bills-of-lading, weight slips, and receiving facility receipts shall be kept on site and copy provided to the VRE.

11.4.1 Hazardous Materials Handling

In compliance with OSHA requirements, the Contractor shall maintain an MSDS center at each yard with MSDS information for all chemicals used in the operation. The MSDS center shall be at a mutually agreed upon location and available to all employees.

11.5 ENVIRONMENTAL SUBCONTRACTORS

- A. The Contractor shall retain the services of a qualified Environmental Subcontractor to test, operate, maintain and service various environmental systems located throughout the service property as specified herein. The Environmental Specifications include Tank System Servicing, Oil/Water Separator System Servicing, Stormwater Inspections, and



subsurface disposal system servicing. Environmental Specifications shall be directly performed and coordinated by the Environmental Subcontractor.

- B. The Contractor must submit a draft Environmental Services Work Plan to VRE, within thirty (30) days of Notice to Proceed. The plan shall include a schedule specifying when all work items in the Environmental Specifications will be performed. This schedule will be subject to VRE approval, and once approved, cannot be changed without the consent of VRE. A final plan shall be adopted within ninety (90) days of Notice to Proceed.
- C. The Environmental Subcontractor shall respond immediately in the event of uncontained releases of hazardous materials to assist in containment. The Environmental Subcontractor shall also respond to emergency environmental services requests by VRE or the Contractor.
- D. The Contractor shall be prepared to respond to spills and environmental emergencies at all times regardless of cause.
- E. The Contractor shall monitor third party activities that may have environmental impacts and report such activities to VRE.
- F. Services provided by the Environmental Subcontractor shall include all labor, tools, equipment, materials, testing, and reporting associated with providing services.
- G. The Contractor shall provide copies of correspondence with local, state, and federal regulatory agencies regarding the environmental systems under the Environmental Specifications to VRE's designated contact.
- H. The Contractor shall notify the VRE's designated contact immediately to report any malfunctions observed during work conducted under the Environmental Specifications. The Contractor shall provide written documentation to the VRE providing detailed information regarding the malfunction within three (3) business days.
- I. Malfunctions of environmental equipment or systems which can be rectified through minor repairs, must be repaired by the Contractor in a timely manner, so as not to result non-compliance of any permit or permit conditions.

11.5.1 FAILURE TO COMPLETE WORK ON TIME

- A. On or before the date(s) stated in the Environmental Services Work Plan or VRE approved completion date(s), the Contractor shall perform the work items specified in the plan.
- B. Permitting the Environmental Subcontractor to complete any work item in whole or in part after the date(s) approved in the Environmental Services Work Plan or VRE approved completion date, shall not constitute a waiver on the part of VRE of any rights under this Contract.



11.5.2 WARRANTY OF WORK

- A. Neither acceptance, payment nor any provision in the Contract nor partial or entire use of the, facilities, systems, equipment or reports by the VRE shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor or Environmental Subcontractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.
- B. Except where longer periods of warranty are specified for certain items, the Environmental Subcontractor warrants that all work done under the Contract relating to system repair and replacement of parts or equipment be free from faulty materials and workmanship for a period of one (1) year from date of acceptance thereof.
- C. Upon receiving notification from the VRE, the Contractor or the Environmental Subcontractor shall immediately make repairs or replacements to any work found defective.
- D. If repairs or replacements are not started within ten (10) days from the date of notification and continuously executed to completion, VRE reserves the right to employ others to complete the work item.
- E. The Contractor agrees, upon demand, to reimburse VRE for all amounts which VRE expends for such repairs or replacements.
- F. All remedied work shall carry the same warranty as the original work starting with the date of acceptable replacement or repair.

11.5.3 SPARE PARTS AND EMERGENCY REPAIRS

- A. The Environmental Subcontractor must respond immediately upon becoming aware of a malfunction or to requests by the VRE for emergency repairs.
- B. The Contractor must maintain spare parts in order to complete expedient repairs to environmental systems, and associated equipment and appurtenances whenever possible.
- C. The Environmental Subcontractor shall maintain an up-to-date inventory of tools and parts recommended by the equipment manufacturers of the various environmental systems serviced under the Environmental Specifications. A copy of the inventory and spare parts and tools must be provided to the VRE and maintained at each facility and/or at the Contractor's local office or service facility.
- D. The Environmental Subcontractor must use new parts to make repairs and/or replacements to the VRE's environmental systems.



11.5.4 LICENSES AND PERMITS

- A. The Contractor shall obtain and maintain permits, certificates, licenses, and the like that are required relating to the Service Property, Support Property and systems and facilities used in performing the Contract services include, but may not be limited to the following:
1. NPDES General Discharge Permits (by VRE);
 2. Other NPDES Permits;
 3. Storm Water Prevention Plans (by VRE);
 4. Spill Prevention Control and Countermeasures Plans (SPCC);
 5. Municipal Sewer Discharge Permits, as required;
 6. Aboveground Storage Tank Permits;
 7. Underground Storage Tank Permits;
 8. Air Emissions Permits;
 9. Garage Licenses;
 10. DEQ notifications and reporting; and
 11. Waste manifest
- B. The Contractor shall comply with the permits and plans included in, but not limited to, those listed in **APPENDIX NO. 29 CROSSROADS YARD** and **APPENDIX NO. 30 BROAD RUN YARD**.

11.5.5 WASTE CONTAINERIZATION, CHARACTERIZATION, TRANSPORT AND DISPOSAL

- A. The Contractor shall ensure that containers used for storage and transportation of waste materials meet applicable federal, state, and local requirements for labeling, storage, disposal, and transportation of waste materials.
- B. Facilities for storage may not exist, however, the Contractor shall provide the needed facilities or store off site.
- C. The Contractor shall minimize storage of waste, regulated and hazardous materials on the Service Property.
- D. The Contractor shall conduct any and all testing of waste materials to be transported and disposed off-site, if required, to determine proper and legal methods for transport and disposal in accordance with all applicable local, state, and federal regulations.



- E. The Contractor shall produce hazardous waste manifest forms as required by federal, state, and/or local regulatory agencies for the transportation and disposal of hazardous wastes to be collected under these specifications. The Contractor shall provide the appropriate copy(ies) of the completed hazardous waste manifest to the facility supervisor and to the VRE.
- F. The Contractor shall transport waste materials in a manner that meets all federal, state, and local regulations including vehicles with appropriate markings, placards, and licenses.
- G. The Contractor shall ensure that waste materials collected while conducting Contract Services are disposed at a facility that is properly equipped and licensed by federal and state regulatory agencies to receive the materials collected.

11.6 HEALTH AND SAFETY PLANNING AND WORK AREA SECURITY

- A. The Contractor shall develop and implement a Health and Safety Plan for all the Contractor Personnel or subcontractor personnel working with and or exposed to hazardous or other contaminated materials as part of their work.
- B. A copy of the plan shall be submitted to the VRE within thirty (30) days of Notice to Proceed.
- C. The Health and Safety Plan shall be prepared following the guidelines of the United States Department of Labor, Occupational Safety and Health Administration (OSHA) 29 CFR 1910.
- D. The Contractor shall ensure that the work area is secured when work is not being performed and otherwise secured during the work to prevent inadvertent access to the work area by unauthorized and/or unqualified persons.

11.7 TRAINING AND QUALIFICATIONS

- A. The Contractor shall ensure that personnel executing Environmental Services are qualified to perform the services.
- B. Contractor and Environmental Subcontractor personnel who work on the Service Property executing Environmental Services must be trained in compliance with applicable regulations as required by OSHA, DEP, and EPA.
- C. Contractor and Environmental Subcontractor personnel who work on the Service Property executing Environmental Services must be VRE ROW (right of way) Safety Certified by completing the VRE's ROW Safety Awareness Certification Program.
- D. Contractor and Environmental Subcontractor personnel who work on the Service Property executing Environmental Services must be certified as trained in Roadway Worker Protection Safety by completing the Contractor Safety Awareness Certification Program.



- E. Contractor and Environmental Subcontractor personnel who work on the Service Property executing Environmental Services must be trained in compliance with OSHA regulations including, but not limited to, 24-Hour HAZWOPER, Right-to-Know, Lock Out/Tag Out, Confined Space Entry, and Personal Protective Equipment as applicable and as required by OSHA.

11.8 PEST CONTROL

- A. The Contractor shall install and maintain bird, rodent and pest control on or about the Service Property.
- B. The Contractor shall retain the services of a certified Pest Control Subcontractor to perform this work.
- C. Pets and/or other animals are not allowed on VRE property.

