



## Addendum No. 5

DATE: 11/03/2022

Reference:	RFP# 1-000-22-0006
Commodity/Title:	General Planning Consultant, Passenger Rail Transportation Programs and Projects Support
Issue Date:	10/7/2022
Proposal Due:	<b><u>11/14/2022 (by 2:00 PM EST)</u></b>

TO ALL OFFERORS:

This Addendum No. 5 informs Offerors as to the standard form contract that will be used in connection with this RFP.

1. Standard Form Contract.

A copy of FORM PD 04 "Contract for Consulting Services" is attached.

**NOTE: Offerors must acknowledge receipt of this Addendum in writing within the RFP Cover Page (FORM PD 07) at time of proposal submittal.**

Very truly yours,

A handwritten signature in black ink that reads "John Kostyniuk". The signature is written in a cursive, flowing style.

John Kostyniuk  
804.339.2604

## CONTRACT FOR CONSULTING SERVICES

[insert contract id. number]

This Contract for Consulting Services ("Contract") dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ is made and entered into between the VIRGINIA PASSENGER RAIL AUTHORITY, a political subdivision of the Commonwealth of Virginia ("VPRA") and \_\_\_\_\_("Consultant"), a [specify entity type (e.g., limited liability company, corporation, etc.)], organized under the laws of [specify state], and authorized to transact business in the Commonwealth of Virginia.

### WITNESSETH:

**WHEREAS**, VPRA, a body corporate and political subdivision of the Commonwealth of Virginia, is authorized to procure goods and services pursuant to its enabling legislation, Va. Code § 33.2-287 *et seq.*;

**WHEREAS**, in accordance with its Procurement Rules, VPRA issued a solicitation for the above-numbered Contract and received proposals from offerors determined to be responsive and responsible; and

**WHEREAS**, upon consideration of the evaluation criteria set forth within the RFP Documents (defined below), VPRA has determined that Consultant possesses the requisite skill, experience, ability, background, certification, and knowledge to provide the services described in this Contract and desires to retain Consultant to render services under the terms and conditions set forth in this Contract;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

### ARTICLE 1

#### PROJECT TITLE/DESCRIPTION

The project that is the subject this Contract (the "Project") is hereby identified as follows:

Project Title: [specify]

General Project Description: [specify]

**ARTICLE 2**  
**SERVICES**

The Consultant shall furnish services required for the Project as outlined in the Scope of Work negotiated and agreed to by the Parties and as may be more particularly described in a Work Plan and/or Task Order that may be issued under the Contract (the "Work"). All such Work shall be delivered in conformance with the Contract Documents and the requirements set forth in any Work Plan and/or Task Order. VPRA may, in its sole discretion, elect to delete certain tasks set forth within the Scope of Work.

No Additional Services shall be rendered by Consultant unless such Additional Services are first approved by written amendment to this Contract. As used herein, "Additional Services," means any work that is determined by VPRA to be necessary for the proper completion of the Project, but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at time of execution of this Contract. Compensation for any authorized Additional Services shall be in accordance with the terms of the agreed Fee Schedule, inclusive of any adjustments made thereto with respect to any Renewal Term.

Consultant acknowledges and agrees that this Contract and the provision of services hereunder are nonexclusive and that VPRA may enter into similar agreements with other entities for the provision of similar services.

**ARTICLE 3**  
**TERM**

The initial term of this Contract ("Initial Term") shall commence on the date this Contract is fully executed by the parties and shall continue in effect for the period specified in the RFP Documents unless sooner terminated as provided for in this Contract. Where authorized in the RFP Documents, the Director of Procurement may extend the term of this Contract with the extension (the "Renewal Term") to commence upon the expiration of the Initial Term or any Renewal Term.

**ARTICLE 4**  
**PAYMENT OF FEES AND COSTS**

Subject to the terms set forth in the Contract Documents, VPRA will compensate the Consultant for the Work in accordance with the Fee Schedule negotiated and agreed to by the parties and made a part

of the Contract Documents. For any Renewal Term, the Director of Procurement or designee and Consultant shall negotiate and agree upon any adjustment to the billing rates set forth in the Fee Schedule, prior to commencement of any Renewal Term.

Reimbursable costs shall include mileage, parking (as needed), and travel. Consultant shall not be reimbursed for any other expenses unless the expense is first approved in writing by VPRA. Reimbursement for travel (mileage, meals, and lodging) is not allowed for positions not required to have a vehicle, unless approved in advance by VPRA. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the most current version of the Commonwealth of Virginia, Department of Accounts (“DOA”), “Commonwealth Accounting Policies and Procedures (CAPP) Manual Topic 20335.” The CAPP Manual is available at the DOA website at <http://www.doa.virginia.gov>. When travel is authorized, it must originate from Consultant’s nearest office.

## **ARTICLE 5** **INSURANCE**

Consultant agrees to maintain insurance in accordance with the requirements and specifications set forth in the RFP Documents, subject to any agreed exceptions and modifications as may be set forth herein. In executing this Contract, Consultant warrants and represents that the certificates of coverage furnished to VPRA remain in full force and effect as of the Effective Date of this Contract.

## **ARTICLE 6** **CONTRACT DOCUMENTS**

The following instruments are incorporated by reference into this Contract as if set forth fully herein and, together with this Contract, comprise the “Contract Documents”:

- a. Request for Proposals [specify RFP no.] dated [specify] (inclusive of all attachments, exhibits, and addendum) (collectively, the “RFP Documents”);
- b. Offeror’s RFP Submittal Package dated [specify];
- c. Offeror’s Approved [specify Small Business Subcontracting Plan or DBE Utilization Plan];
- d. Agreed Exceptions to RFP Documents; and
- e. Agreed Fee Proposal.
- f. [list additional materials where applicable]

**ARTICLE 7**  
**CONTRACT REPRESENTATIVES**

The respective Points of Contact for the parties and related contact information, including the places for delivery of notice, are as designated below:

**For VPRA:**

Virginia Passenger Rail Authority  
Attn: John Kostyniuk, Director of Procurement  
919 East Main Street, Suite 2400  
Richmond, VA 23219  
Phone: (804) 303-8700  
Email: [john.kostyniuk@vpra.virginia.gov](mailto:john.kostyniuk@vpra.virginia.gov)

Any notice tendered to VPRA in accordance with the Contract shall also be contemporaneously sent by electronic mail to Michael Westermann, General Counsel at: [michael.westermann@vpra.virginia.gov](mailto:michael.westermann@vpra.virginia.gov).

**For the Consultant:**

Company Name:  
Address:

Point of Contract:  
Phone:  
Email:

***EACH PARTY SHALL NOTIFY THE OTHER PARTY PROMPTLY OF ANY CHANGES IN THEIR CONTACT INFORMATION. UNLESS AND UNTIL NOTICE OF THE NEW ADDRESS OR POINT OF CONTACT IS GIVEN IN THE MANNER REQUIRED FOR NOTICE, A NOTICE TO SUCH PARTY IS SUFFICIENT IF GIVEN CONSISTENT WITH THE INFORMATION SET FORTH HEREIN.***

**ARTICLE 8**  
**ADDITIONAL TERMS AND CONDITIONS**

Subject to any negotiated exceptions between the parties, this Contract is to be governed by certain standard General Term and Conditions and, where applicable, certain Special Terms and Conditions, Special Provisions, and/or Supplemental Specifications which are set forth within the RFP Documents and made a part of the Contract Documents as set forth in Article 6.

**ARTICLE 9**  
**REPRESENTATIONS AND WARRANTIES TRUE AND COMPLETE**

All representations and warranties of Consultant in this Contract are true, accurate and complete in all material respects as of the Effective Date of this Contract.

**ARTICLE 10**  
**COUNTERPARTS/FACSIMILE OR ELECTRONIC EXECUTION**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The facsimile or electronic transmission of the signature of any party executing this Contract on behalf of VPRA or the Consultant to the other party hereto shall constitute an original hereof.

**ARTICLE 11**  
**EFFECTIVENESS**

This Contract shall be binding and deemed effective when executed by the parties whose signature is provided for on the signature pages hereof (the "Effective Date").

**ARTICLE 12**  
**AUTHORITY TO EXECUTE AGREEMENT**

Each individual executing this Contract represents that he or she is duly authorized to sign and deliver this Contract on behalf of the party indicated and that this Contract is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates set forth beside their respective signatures.

**[SIGNATURES FOLLOW ON SUBSEQUENT PAGE]**

**For: VIRGINIA PASSENGER RAIL AUTHORITY**

By, \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

Its, \_\_\_\_\_  
(title)

Dated: \_\_\_\_\_

**For: [specify]**

By, \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

Its, \_\_\_\_\_  
(title)

Dated: \_\_\_\_\_