



Addendum No 1

DATE: 12/30/2022

RFP No.: 1-000-22-0007
Description: Program Management Services/Transforming Rail in Virginia
Issue Date: 12/20/2022
Proposal Due: 02/02/2023 (2:00 PM)

TO ALL OFFERORS:

This Addendum No. 1 amends the General Terms and Conditions (Attachment A) and Insurance Requirements (Attachment C) as follows:

1. Amendment to General Terms and Conditions (Attachment A).

- a. Section 28 (Indemnity) of the General Terms and Conditions is deleted and replaced in its entirety as follows:

Subject to state law or regulation (inclusive of Va. Code § 11-4.4, whenever applicable), Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless the Commonwealth of Virginia, VPRA, CSX Transportation, Inc., Norfolk Southern Railway Company, and National Railroad Passenger Corporation, together with their officers, employees, and affiliates (collectively, the "VPRA Indemnitees") from suits, claims, actions, damages and costs, of every name and description arising from the Work under this Contract. This obligation shall include the cost of attorneys' fees, disbursements, costs and other expenses incurred in connection with such suits, actions or proceedings. VPRA may retain such monies from the amount otherwise due Consultant as may be necessary to satisfy any claim for damages recovered against the VPRA Indemnitees relative to the project. Acceptance of the services by VPRA shall not waive any of the rights of VPRA contained in this section nor release or absolve the Consultant from any liability, responsibility or duty contained herein.

2. Amendment to Insurance Requirements (Attachment C).

- a. Insurance Specification No. 2 is deleted and replaced in its entirety as follows:

Employer's Liability Insurance with limits of \$500,000 per occurrence for bodily injury, \$500,000 per employee for bodily injury by occupation disease, and \$500,000 policy limit for bodily injury by disease.

- b. Insurance Specification No. 7 is deleted and replaced in its entirety as follows:

Cyber Liability Insurance with limits not less than \$2,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

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 cursive script that reads "John Kostyniuk".

John Kostyniuk