



VIRGINIA RAILWAY EXPRESS
AMENDMENT OF SOLICITATION
REQUEST FOR PROPOSALS (RFP)
ADDENDUM No. 1

Issued: December 26, 2024

RFP No.: 025-007	Title: Mechanical Engineering Consulting Services (MEC) VIII for VRE Rolling Stock and Mechanical Operations
-------------------------	---

Contact: Kristin Nutter	Email: knutter@vre.org	Telephone: (703) 838-5441
--------------------------------	--	----------------------------------

This addendum is hereby incorporated into the solicitation documents of the above referenced RFP. The following items are clarifications, corrections, additions, deletions and/or revisions to the RFP, which shall take precedence over the original documents. ***Bold and Italics*** indicate additions while deletions are indicated by ~~striketrough~~. Offerors must acknowledge receipt of this addendum by returning a signed original with their Proposal.

DESCRIPTION OF AMENDMENT

The above numbered solicitation is amended as follows:

1. PART IX – GENERAL PROVISIONS

Note the following revisions, deletions and replacements to Clause 40, Indemnification:

- A.** The Contractor shall not seek to hold liable VRE, or any of its officers, agents and employees, for any claims, ***suits, actions***, judgments, ***damages***, losses, and expenses of any nature whatsoever arising out of the Contract or arising out of the activities funded in whole or in part by the Contract. The Contractor shall indemnify, save, and hold harmless VRE, and its officers, agents and employees against all claims, ***suits, actions, judgements, damages*** and liability, including costs and expenses, arising out of, in whole or part, the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor's Subcontractors, agents or employees in performance of the Contract.
- B.** ***The foregoing shall not apply to liability to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of VRE or its officers, agents, and employees but only with respect to the individual(s) whose negligence, recklessness, or***

*intentionally wrongful conduct caused such liability. Additionally, the foregoing obligations shall survive termination of this Contract with respect to liabilities arising during its term. The Contractor agrees to maintain adequate insurance in an amount and form herein specified and approved by VRE to protect VRE and its officers, agents, and employees from liability arising out of the Contract. **Acceptance of the services by VRE shall not waive any of the rights of the VRE or its officers, agents, and employees contained in this section nor release or absolve the Contractor from any liability, responsibility or duty contained herein. In no event shall the Contractor's foregoing indemnification obligations include a duty to defend VRE or its officers, agents, and employees.***

2. Except as specifically amended herein, all other terms and conditions of this solicitation remain unchanged and in full force and effect.

Offerors must acknowledge receipt of this amendment by returning a signed original with the Proposal package prior to the hour and date specified in the solicitation. Failure to acknowledge receipt of this document may be grounds to declare your Proposal non-responsive.

Company _____

Address _____

City _____ State _____ Zip Code _____

Name of Person Authorized to Sign _____
Print

Signature _____ Date _____