



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

Issued: August 18, 2026

RFP No.: 026-007

**RFP Title: Cost Estimating and Cost Validation Services for
L'Enfant Station and Fourth Track Improvements
Project**

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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 ~~strikethrough~~. Offerors must acknowledge receipt of this addendum by returning a signed original with their Proposals.

DESCRIPTION OF AMENDMENT

The above numbered solicitation is amended as follows:

1. PART IX – GENERAL PROVISIONS

- A. Note the following revisions to Section 14., Regulatory Compliance with Laws and Permits, Paragraph A:

REVISE:

The Contractor agrees, ***to the extent practicable***, it shall be responsible for ensuring ~~that the General Contractor~~ performs its work in accordance with all applicable Federal, State and Local Laws, Rules and Regulations ~~including building codes~~. In addition to the requirements described in the preceding Sections and the Scope of Work, any additional regulatory compliance required by the United States Department of Transportation and/or the Environmental Protection Agency shall be complied with during the term of the Contract.

2. **PART IX – GENERAL PROVISIONS**

- A. Note the following revisions to Section 48., Access Requirements for Individuals with Disabilities:

REVISE:

Section 48 is Reserved

~~A. The Contractor is responsible to ensure the General Contractor complies with the Americans with Disabilities Act (ADA) requirements as set forth in the drawings and/or technical specifications.~~

~~B. The Contractor must ensure General Contractor complies with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the Code of Virginia (1950), as amended), the terms of which are incorporated herein by reference, as set forth in the drawings and/or technical specifications.~~

~~C. The Contractor shall defend and hold VRE harmless from any expense or liability arising from the Contractor's non-compliance in meeting its obligations herein.~~

3. **PART X – INSURANCE REQUIREMENTS**

- A. Note the following revisions to Section 02., Commercial General Liability Insurance, Paragraphs A and B:

REVISE:

The Contractor shall procure and maintain, at its own expense, for the duration of the performance of the work, Commercial General Liability Insurance ("CGL Insurance") having a combined single limit of not less than \$5,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period, applying separately to each annual period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, and shall be signed and endorsed to ~~name~~ **include** "Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express and the Virginia Passenger Rail Authority" both as the certificate holder and as an additional insured and shall include a severability of interests provision. The signed endorsement page must be submitted with the Certificate of Insurance.

The Contractor shall obtain a second separate Commercial General Liability Insurance Certificate. The certificate shall be signed and endorsed to ~~name~~ **include** "CSX Transportation, Inc." both as the certificate holder and as an additional insured and shall include a severability of interests provision. The Insurance Certificate shall state that contractual liability is included within 50' of the Railroad. The signed endorsement page must be submitted with the Certificate of Insurance.

4. **PART X – INSURANCE REQUIREMENTS**

- A. Note the following revisions to Section 03., Automobile Liability Insurance, Paragraphs A and B:

REVISE:

The Contractor shall procure and maintain, at its own expense, for the duration of the performance of the work, Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property, applying separately to each annual period. Said policy or policies shall be endorsed to ~~name~~ **include** “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express and the Virginia Passenger Rail Authority” both as the certificate holder and as an additional insured and shall include a severability of interests provision. The signed endorsement page must be submitted with the Certificate of Insurance.

The Contractor shall obtain a second separate Automobile Liability Insurance Certificate. The certificate shall be signed and endorsed to ~~name~~ **include** “CSX Transportation, Inc.” both as the certificate holder and as an additional insured and shall include a severability of interests provision. The signed endorsement page must be submitted with the Certificate of Insurance.

5. **PART X – INSURANCE REQUIREMENTS**

- A. Note the following addition and revision to Section 05., VRE Insurance Coverage Requirements:

ADDITION:

The limits required herein can be satisfied by any combination of primary and excess/umbrella policies.

REVISE:

X	13. VRE and other agencies shall be named included as additional insured on the Commercial General and Automobile Liability policy. This coverage is primary to all other coverage VRE may possess. The language shall read as follows: “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express and the Virginia Passenger Rail Authority and their respective officers, agents, and employees are named included as additional insureds.”	
X	14. CSXT shall be named included as additional insured on the Commercial General and Automobile Liability policy. This coverage is primary to all other coverage CSXT may possess. The language shall read as follows: “CSX Transportation, Inc. and their respective officers, agents, and employees are named included as additional insureds.”	

6. **PART XII - ATTACHMENTS**

- A. Note the following addition to Attachment A – Scope of Work, Section III.G., Construction Phase (Optional Task To Be Exercised At VRE’s Sole Discretion):

ADDITION:

3. *To support Construction Phase services, the Consultant may also be asked to provide procurement and contract administration support to VRE, including assisting with the development, preparation, and coordination of procurement and solicitation documents for VRE review and approval, and supporting the administration of the construction contract, change orders, and contract modifications. At the time of negotiations for this optional phase, the Consultant shall provide a resume for a proposed Construction Contract Administrator for VRE’s review and approval.*

The proposed Construction Contract Administrator should have demonstrated experience administering complex construction contracts, preferably for public agencies or transportation infrastructure projects. It is preferred that the Contract Administrator have a Certified Professional Public Buyer (CPPB) or related certification as well as a working knowledge of construction contracting principles, change order procedures, payment processes, contract compliance, and applicable federal, state, and local procurement requirements. Experience with Federal Transit Administration (FTA)-funded construction projects and FTA third-party contracting requirements is also preferred.

The Construction Contract Administrator may be asked to perform tasks including, but not limited to:

- a. Monitor and administer construction contract requirements and assist VRE in maintaining compliance with contractual obligations;*
- b. Review construction contractor correspondence, submittals, payment applications, change order requests, claims, and other contract-related documentation;*
- c. Assist VRE with the preparation, review, processing, negotiation, administration and documentation of change orders and contract amendments, including evaluating the justification for the requested changes assessing the reasonableness of the associated costs and maintaining complete supporting records and documentation;*
- d. Review construction contractor requests for additional compensation or time and assist VRE in evaluating entitlement, supporting documentation, and contractual requirements;*
- e. Coordinate with VRE procurement and project management staff, and other stakeholders regarding contract administration matters;*

- f. Assist with the preparation of procurement and contract administration documents, including notices, correspondence, negotiation documentation, and recommendations. Ensure all procurement and contract actions are properly documented;*
- g. Monitor construction contractor compliance with applicable contract requirements, including insurance, bonds, reporting requirements, subcontracting requirements, and other administrative provisions;*
- h. Assist VRE with tracking contract expenditures, commitments, change orders, allowances, contingencies, and remaining contract capacity;*
- i. Assist VRE with construction contract closeout to include verifying completion of all contract requirements, reviewing final payment requests and verifying release of claims and liens; and*
- j. Perform other construction contract administration and procurement-related services as may be authorized by VRE.*

7. 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 their Proposals 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 _____