



NORTH TEXAS TOLLWAY AUTHORITY

May 10, 2013

ADDENDUM No. 2

TITLE: "CHANGE"

RFQ 03584-SH161-04-PS-PM - Landscape and Irrigation Construction Management Services

Attention: All Potential Respondents

Addendum No. 2 "Change" is submitted for your information in preparing responses to the above mentioned RFQ.

Addendum No. 2 "Change" is hereby made a part of the contract for the aforementioned RFQ. Respondents must acknowledge this addendum by signing and including the attached acknowledgement sheet when submitting their response.

No late proposals will be accepted. If a conflict exists between the RFQ and this addendum, the addendum prevails.

Change

Reference Section 16 Part (a) of the contract included in the RFQ 03584-SH161-04-PS-PM published on April 5, 2013.

The NTTA is providing the following change to Section 16 Part (a) of the contract for RFQ 03584-SH161-04-PS-PM:

- a) NTTA Indemnified: Consultant will indemnify and hold harmless NTTA and its officers, directors, employees, agents, consultants and representatives (collectively "the indemnitees") from any claims, costs, or liabilities arising from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier, owed to or claimed by any persons whomsoever, to the extent arising from consultant's performance of the services, or consultant's failure to perform such services whether such claim or liability is based in tort or strict liability or caused by an employee, agent, contractor, consultants or representative consultant against the indemnitees in such event, Consultant also will indemnify and hold harmless the indemnitees from any and all

expenses including reasonable attorneys' fees, incurred by any indemnitees in litigating or otherwise responding to said claim or liabilities, paying the same as they accrue. In the event that any of the indemnitees is/are found to be partially at fault, Consultant will, nevertheless, indemnify the indemnitees from and against the expenses claims, or liabilities relating to the percentage of fault attributable to Consultant, its employees, agents, contractors, consultants or representatives of to the conduct. The provisions of this section will survive the termination of this agreement for any reason, including pursuant to any termination right provided for or allowed hereunder.

For any further inquiries, related to this addendum, please email Brandy Adamson at badamson@ntta.org by May 17, 2013. Include RFQ 03584-SH161-04-PS-PM Landscape and Irrigation Construction Management Services in the subject line of your email.

This addendum does not change the due date for RFQ 03584-SH161-04-PS-PM. Proposals are due **May 23, 2013 by 4:00 p.m.**

Yours very truly,

A handwritten signature in black ink, appearing to read 'F. Alvarez', written over a horizontal line.

Felix Alvarez, MPA, CPPQ, ~~CPP~~
Sr. Director of Procurement Services

cc: Elizabeth Mow, Project Delivery

RFQ 03584-SH161-04-PS-PM
Landscape and Irrigation Construction Management Services

Please submit this Addendum Acknowledgement Receipt with your Response.

“I acknowledge receipt of Addendum No. 2 to RFQ 03584-SH161-04-PS-PM.”

Dated: Wednesday, May 15, 2013

Vendor's Name

Authorized Signatory - (Print)

Signature

Date