

**Request for Proposals  
Transportation Services for Arlington Trolley  
Arlington Entertainment Area Management District**

ADDENDUM No. 4  
Issued March 31, 2017

The Request for Proposals has been amended and revisions are issued in the following document. In the document, you will find new information in underlined type and deleted information is noted by ~~strikeout~~.

**Receipt of this addendum should be indicated on the Acknowledgment of Addenda to be submitted with your Proposal.**

**ITEM 1 – Proposed Contract**

Please modify by adding the following:

**9.7 Force Majeure**

Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of Contractor.

**ITEM 2 - Proposed Contract**

Please modify by adding the following:

**4.05 Change in Law**

In the event any federal, state, local or other government body's statutes, laws, rules, or regulations impact Contractor's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.), or in the event there are other material changes in the requirements of the District, and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the transportation services hereunder during the term of the Agreement, either party may issue to the other party, a written notice of request to renegotiate the Contract which shall be conducted in good faith by both parties.

### **ITEM 3 - Proposed Contract**

Please modify by adding the following initial phrase:

#### **16. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, save and defend the District, its directors, officers, agents, employees, contractors or licensees and other representatives from and against any and all claims, liens, liability, loss or damage arising out of the performance of this Agreement, including but not limited to costs, expenses and attorneys' fees caused or alleged to be caused by the actual or claimed negligence (active or passive) or intentional tort of the Contractor, its officers, directors, agents, employees, contractors or licensees, either as a sole or contributory cause, for loss of, injury to, or destruction of any property and/or bodily or personal or other injuries, including death, at any time resulting therefrom, sustained by any person or persons, including directors, officers and agents of the District.

### **ITEM 4 - Proposed Contract**

Please modify by revising the following as indicated:

#### **15.01 Termination for Breach**

In the event of material breach of this Agreement by the Contractor, the District shall thereafter have the right to terminate this Agreement by giving thirty (30) day written notice of such termination to the Contractor ~~specifying the effective date of such termination~~ and, unless within thirty (30) days after service of such written notice of the condition or violation the party in breach shall cease and make satisfactory arrangements for the correction thereof, the Agreement shall, upon the expiration of the thirty (30) days, cease and terminate. In such event, the Contractor shall be entitled to receive just and equitable compensation therefor, which shall be the value of services rendered as of the termination date less any damage to the District attributable to the breach.