



WESTERN RAIL YARD RFP

REQUEST FOR PROPOSALS For Development At Western Rail Yard Section of The Long Island Rail Road's West Side Yard

ADDENDUM NO. 2 July 20, 2007

This is Addendum No. 2 to the Western Rail Yard RFP ("WRY RFP"), dated July 13, 2007. All capitalized terms not otherwise defined in this Addendum No. 2 shall have the meanings ascribed thereto in the WRY RFP and any addenda thereto.

Site Visit

A proposers' site visit to both the ERY and the WRY will be held on Wednesday, August 1, 2007. Attendees must register by faxing a completed and signed copy of the Visitor's Release and Indemnity form, attached as Addendum 2-Exhibit 1 hereto, to MTA at 212-878-1055 no later than 5PM on Friday, July 27, 2007. The time and meeting location for the site visit will be communicated to the registered attendees on Monday, July 30, 2007. Before entering upon LIRR property, each attendee will be required to hand in an original completed and signed copy of his/her Visitor's Release and Indemnity form. If more people register than can be accommodated in a single site visit, MTA will set up an additional site visit and notify those who cannot be accommodated on the first visit as to the date, time and place of the additional visit.

Pre-Proposal Conference

A pre-proposal conference for both the WRY RFP and the WRY RFP will be held on Wednesday, August 8, 2007, from 10AM to Noon in the MTA Board Room on the 5th Floor of 347 Madison Avenue, New York, New York 10017. Attendees are required to register for this pre-proposal conference in advance by email to wsyrfp@mtahq.org listing the names of attendees, their contact information (phone and email) and their firm affiliation. As part of the email registration, attendees are encouraged to submit questions that they wish addressed at the pre-proposal conference. Questions must be submitted by close of business on Monday, August 6, 2007, in order to be considered for response by the MTA. The identity of the party submitting questions will not be disclosed. Following the pre-proposal conference, MTA will formally respond by addendum to those questions submitted by email and/or raised at the pre-proposal conference that MTA deems appropriate for response.

ADDENDUM 2 – EXHIBIT 1

VISITOR'S RELEASE AND INDEMNITY

Your site visit to the Long Island Rail Road (LIRR) West Side Yard in connection with the Eastern Rail Yard RFP and/or the Western Rail Yard RFP process will involve entry upon certain areas of the LIRR's system that are being used for operating purposes. Trains and other equipment will continue to operate in these areas and the electric power traction system (the "third rail") will remain on or "live." Because we cannot discontinue operations during the period of your visit and because of the nature of the risk to your person, we require that you execute this Visitor's Release and Indemnity prior to the commencement of your visit. Absent execution of the release and indemnity, you will not be permitted to enter upon LIRR property.

VISITOR'S RELEASE AND INDEMNITY

The undersigned (the "Visitor"), in consideration of being permitted to enter upon the premises of the LIRR, hereby (a) assumes any and all risk of and liability for losses, damages, personal injury and/or death which may be suffered or sustained by Visitor while on, at or about such LIRR premises, and (b) on behalf of the Visitor, the Visitor's heirs, executors, administrators, personal representatives, and administrators (collectively, the "Visitor Group"), remise, release and forever quitclaim and discharge The City of New York ("City"), Metropolitan Transportation Authority ("MTA"), Triborough Bridge and Tunnel Authority ("TBTA") and LIRR, and their respective members, officers, agents, and employees, from and against any and all claims and liability whatsoever for any loss, personal injury (including death) or property damage which the Visitor Group have, or can or might have, as the result of any losses, property damage, personal injuries and/or death which may be suffered by the Visitor while on, at or about the premises of the LIRR during such visit, irrespective of whether such loss, injury or damage shall have been due to the negligence of the City, MTA, TBTA, LIRR, or their respective members, officers, agents or employees, or otherwise.

The undersigned further agrees to hold harmless and indemnify the City, MTA, TBTA, LIRR, and their respective members, officers, agents, and employees from any and all loss and liability for damages on account of injuries (including death) to persons and damage to property attributable in whole or in part to the negligence of the undersigned while on or about the premises of the LIRR.

Name: _____

Firm: _____

Address: _____

Telephone Number: _____ Email: _____

Date: _____

Signature: _____