



March 7, 2018

**ADDENDUM NO. 1
AS-NEEDED TRAFFIC ENGINEERING SERVICES REQUEST FOR PROPOSALS**

The following changes are made to this Request for Proposals (RFP):

1. The RFP currently states that the City will select one Consultant as a result of this RFP. However, after further consideration, the City desires to maximize the benefits of this RFP by having the abilities and skills available on as needed basis to perform a wide ranging array of professional traffic engineering services. The abilities and skills the City is looking for to perform these services may be found in more than one consulting firm. Therefore, the City may, as it sees fit and based on the proposals received, choose more than one Consultant as a result of this RFP and enter into non exclusive agreements with these firms.
2. The following item is added to the Scope of Work:
 13. Perform traffic studies such as corridor studies, complete street plans, and other types of traffic analyses and produce professional, high quality, comprehensive reports documenting the effort. The studies and plans will include, at a minimum, project management, review and summary of existing documents, review and documentation of field conditions, field observations, traffic operations analysis, traffic safety analysis, community engagement through workshops, meetings and surveys, development of solutions and alternatives, selection of a preferred alternative and report writing.
3. Section 19.0, 'Indemnification', of the Sample Professional Services Agreement (attachment 'A' to the RFP) is replaced in its entirety with the following:

19.0 INDEMNIFICATION

19.1 To the fullest extent permitted by law, Contractor shall (1) immediately defend and (2) indemnify City, and its directors, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligations to both defend and indemnify apply unless it is



finally adjudicated that the liability or liabilities, in whole or in part, do not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents, or subcontractors. Defense counsel shall be approved by City.

19.2 The review, acceptance or approval of Contractor's work or work product by any indemnified party shall not affect, relieve or reduce Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

19.3 Contractor's costs of defense shall not exceed Contractor's proportionate percentage of fault as adjudicated by a court of law, as required by California Civil Code section 2782.8.

Sincerely,

Husam Y. Hasenin

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