

CITY OF PLACERVILLE
Engineering Department



ADDENDUM No. 1
to the

REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND PUBLIC OUTREACH
SERVICES

for

Placerville Drive Bridge Replacement (CIP #41410) and
Placerville Drive Bicycle and Pedestrian Facilities Phase 1 (CIP #418164)

Release Date: July 16, 2026
Proposals due by: August 13, 2026 at 3:00 pm

Addendum No. 1 Issuance Date – July 28, 2026

Attention all prospective respondents to the Request for Proposal:

This Addendum No. 1 addresses the Questions and Inquiries that have been received as of July 28, 2026:

1. Is the City open to revising the Indemnity provision for insurability under a design professional's insurance policies and compliance with CA Civil Code?

The City Attorney reviewed the standard Indemnity clause derived from the LAPM Exhibit 10-R and has provided the attached revisions to Article XVIII Indemnity. The attached will completely replace Article XVIII. The City will not accept any further edits to the indemnity clause.

2. Do we need to declare our insurance policy deductibles as part of our submittal? Or only upon contract award?

Contract award.

3. Article XIX Subsection A.5.b states that **any** deductible needs to be declared, and Section XIX subsection D states that **any deductible greater than \$10,000** must be declared and approved. Can you please clarify which Section is accurate?

Any deductible needs to be declared. Any greater than \$10,000 must be declared and approved.

4. Clarification: Scope of Services – Task 8 Environmental, Permitting and SWPPP Support – Clarify the SWPPP support role.

The CM firm shall have on their team a qualified individual to oversee implementation of the SWPPP for each project. But the contractor will be responsible for providing the QSD/QSP services.

Addendum No. 1 issued by:

A handwritten signature in blue ink, appearing to read "Melissa Savage".

Melissa Savage, P.E.
City Engineer

Attachments: 1. Revised Article XVIII Indemnity

ARTICLE XVIII – INDEMNITY

CONSULTANT shall protect, hold free and harmless, defend and indemnify CITY, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, its employees or anyone else employed by CONSULTANT in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify CITY, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the CONSULTANT's or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of CONSULTANT in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by CONSULTANT shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of CONSULTANT or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of CITY.