

Mendocino Council of Governments

ADDENDUM No. 1

Request for Proposals

Local Road Safety Plans for Mendocino County Local Agencies

Pursuant to the RFP issued by the Mendocino Council of Governments (MCOG) on October 15, 2020, the deadline to submit written questions was October 23, 2020. This Addendum addresses questions received through that date.

Q1: “In light of COVID19 and the August Complex fire happening in Mendocino County, will MCOG allow submission of the proposal via electronic submittal (PDF) and have the hard copy requirement be waived as currently noted in Section VI.A. Proposal Submittal?”

Response: This requirement will **not** be waived due to the difficulty in reviewing and analyzing a potentially large number of documents electronically, including visual fatigue and ergonomic effects on reviewers.

Q2: “Does the proposal have a font and font size requirement?”

Response: No.

Q3: “The RFP *Section IV.6. Personnel* notes that qualifications and resumes shall be included for each professional personnel to be employed, can we submit qualifications and resumes for key staff instead of listing all staff that would work for the project?”

Response: The term “professional personnel” in RFP Section IV.C does not necessarily require the inclusion of all administrative or clerical staff. Therefore, this section may be interpreted to apply to key staff only.

Q4: “We understand that the process includes the establishment and meeting with a working group of interested stakeholders/safety partners which may include local agency staff and stakeholders from the engineering, law enforcement, education and emergency response. Can you confirm that outreach to the general public is not required for this effort.”

Response: MCOG confirms that outreach to the general public is not required for this project. However, there may be some additional representatives (to be determined) that will be added to the stakeholder group.

Q5: “Would Mendocino COG entertain the edits below to the contract for these services?”

Exhibit 2 – Sample Contract

As written the indemnification language subjects the Consultant to an uninsurable upfront defense and extends beyond its proportionate share. As a design professional, Consultant’s professional liability insurance prohibits additional insureds. Accordingly this policy bars coverage for any third-party, upfront defense. It will, however, reimburse indemnitees for those reasonable legal costs and fees incurred as a result of Consultant’s negligence as determined by a court of competent jurisdiction. To ensure the indemnification language is consistent with the parameters of the Consultant’s insurance coverage as a design professional, would MCOG be amenable to modifying the indemnification language in its proposed Professional Services Agreement as follows upon any contract award:

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless, **but not defend**, **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs

(including but not limited to **reasonable** attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to have caused the injury, damage, or loss only in part, **Consultant** shall indemnify and hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss, ~~**MCOG agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.**~~“

Response: MCOG agrees to the proposed change to the contract terms for this project.

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