



March 28, 2019

## REQUEST FOR PROPOSALS

Development and Public Works  
RFP 2190 Transportation Engineering Services

### ADDENDUM #1

The City of Springfield is hereby amending the above mentioned RFP. The original document can be found on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov). By selecting the hyperlink *Purchasing/Contracts* from the menu on the left side of the home page, interested parties will be linked to the RFP/ITB page.

- 1. Question:** Would the City of Springfield be open to a discussion about amending the indemnification clause (Attachment 6, Section 15) to introduce language about negligence? OBEC has negotiated a similar modification in a previous contract with the City of Springfield.

I've provided proposed modifications to the clause (see below).

**Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of ~~the character or negligent performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever.~~ The Independent Contractor shall ~~assume defense of,~~ indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, ~~directly or indirectly~~ resulting from **negligent** activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the **negligent** acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the **Contract**. ~~irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury.~~ The Independent Contractor shall not be liable for nor be required to ~~defend or~~ indemnify, the City relative to claims for damage or damages resulting **solely** from **negligent** acts or omissions of the City, its officials, agents or employees. **Defense obligation shall be reimbursement of reasonable costs, including attorneys' fees, to the proportion of Independent Contractor's actual liability hereunder.** The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

#### **City's Response:**

The City will approve the following update to the Indemnification and Hold Harmless clause which is consistent with previous approved changes.

- 15. Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or negligence performance of the work. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials,

agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from negligent activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

## 2. Correction

### ATTACHMENT 1 – Scope of Work, Page 11

#### I. PROJECT DESCRIPTION and OVERVIEW of SCOPE OF WORK

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##### **Project Locations (see Attachments 1, 2, and 3)**

This Project is divided into **Four (4)** locations:

- Location 1: Highbanks Road from Hwy 126 to 58th Street, and 58th Street from Highbanks Road to the 58th Street/Thurston roundabout
- Location 2: Thurston Road from the 58th Street/Thurston roundabout to 69th Street
- Location 3: Mohawk Blvd. from 'G' Street to 18th Street
- Location 4: Olympic Street from Mohawk Rd. to 28th Street

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In the event that it is necessary to further amend, revise or supplement any part this ITB, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#2190 Transportation Engineering Services). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial RFP. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS SHOULD ACKNOWLEDGE AND INCLUDE THIS ADDENDA #1 AS PART OF THEIR SUBMITTAL PACKAGE.**