



**CITY OF EAST PALO ALTO, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION**

ADDENDUM 1

WOODLAND AVENUE STREET IMPROVEMENTS PROJECT CIP ST-33

General Information and Questions

- 1. Should the Cost Proposal and Hourly Rates be included in the same PDF file as the rest of our proposal or should cost information be included in a separate PDF file?**

Please include the cost proposal as a separate PDF.

- 2. Will the City issue an addendum to amend Section 5 (Indemnification) to comply with California Civil Code § 2782.8, and globally update the terminology from "Contractor" to "Consultant" or "Design Professional" for clarity? Alternatively, if the standard agreement is not amended via addendum, will the City allow proposers to include specific, conditional contract exceptions within their proposal submittal without risk of disqualification?**

The CAO has no issue with updating the contract terminology from "Contractor" to "Consultant" or "Design Professional".

Consultant shall indemnify and hold harmless the City of East Palo Alto, its officers, and employees (collectively, Indemnified Parties) from any claim, liability, loss, injury or damage arising out of, or in connection with the negligence, recklessness or willful misconduct of the Consultant or its sub-consultants, excepting only loss, injury, or damage caused by the negligence or misconduct of personnel employed by the Indemnified Parties. The Consultant shall reimburse the Indemnified Parties for reasonable legal expenses to the extent that the Consultant is found negligent, reckless or to have acted with willful misconduct in the performance of professional services as determined by judicial or arbitration proceedings. Notwithstanding the foregoing, Consultant's obligations to the Indemnified Parties hereunder shall be consistent with the provisions of § 2782.8 of the California Civil Code, as amended.

3. **As we reviewed the draft Agreement, one item came up that we'd like the City to consider. Because the project scope includes professional engineering services, California Civil Code § 2782.8 applies to this Agreement. As currently drafted, Section 5 could be interpreted to require indemnity for claims arising out of the Contractor's operations regardless of fault, which is broader than the indemnity obligations permitted under § 2782.8 for design professionals. To align the provision with California law, would the City consider revising Section 5 as shown below, so that the Contractor's indemnity obligation applies only to the extent claims arise out of or in connection with the Contractor's or its subcontractors' negligence, recklessness, or willful misconduct?**

Same answer as question #2.

4. **Does the City intend for the ROW acquisition to be included in the consultant team's scope, or are you seeking some support and plan to either perform the work yourself or hire a right of way consultant under a separate contract?**

Yes, it should be included in the proposal. Whether ROW acquisition is needed is to be determined by the consultant brought on for the project. All the work is expected to be completed by the consultant within the same contract; the City will not be bringing on any other consultants for the project.

5. **Is any environmental permitting anticipated for this project, assuming that the proposed work consists of streetscape improvements within the existing public right-of-way? Has the City determined whether the project qualifies for any permitting exemptions?**

The extent of environmental permitting is unknown given the proximity to San Francisquito Creek. The consultant team is expected to complete all the environmental scope associated with the project, including making the permitting determinations.

6. **Who will be the led agency for NEPA? Is there federal money associated with the project?**

All deliverables will be led by the consultant team. The City currently only has design funds for this project, and they are not federal funds; no construction funds have been secured.

7. **Pavement Condition: Can the City confirm Woodland Avenue's current Pavement Condition Index (PCI) and the planned pavement rehabilitation scope (e.g., mill-and-overlay) anticipated for this project?**

The current PCI of Woodland Avenue between University Avenue and Cooley Avenue is 45 and the current PCI of Woodland Avenue between Cooley Avenue to Newell Road is 33. The consultant shall verify the conditions/PCI in the field and determine the recommended treatment.

- 8. Right-of-Way Acquisition and Dedication: Please confirm that the consultant team will not be involved in right-of-way negotiations with property owners. Is the project anticipating any right-of-way acquisition? Separately, is the City aware of any right-of-way dedication opportunities along the corridor that the consultant team should be aware of during design?**

The right-of-way investigation has not been completed by the City and is expected to be completed by the consultant, including any coordination with property owners. The City is not aware of specific situations; however, per the San Mateo County Maps varying right-of-way lines can be seen.

- 9. The RFP (page 9 of 12) asks for a "Manpower Allocation" to "provide an estimate turn around times for various work." Please clarify if the manpower allocation is intended to outline our level of effort based on hours for the scope of services aligned with our separate cost proposal.**

Yes, the manpower allocation is to align with the scope of services based on the proposal.

- 10. What is the project budget?**

The total project budget is not to exceed 700k.

- 11. What is the geotechnical scope?**

The Consultant shall perform the level of geotechnical investigation necessary to support the recommended roadway, drainage, sidewalk, traffic calming, and other proposed improvements. Services should include pavement structural recommendations and any geotechnical evaluations necessary to support the final design and PS&E

- 12. Should geotechnical services be optional?**

If the consultant team is proposing additional geotechnical scope beyond what is required for the roadway, drainage, sidewalk, traffic calming, and other proposed improvements, then list it under the optional scope.

- 13. Should we assume a specific number of potholes?**

A specific number is not required, but potholing shall be included in the base scope.

14. Are infiltration basins intended/desired as part of the drainage/stormwater improvements scope of work?

The City is seeking stormwater improvements that comply with regulatory requirements and improve drainage within the project corridor. Green infrastructure and low-impact development (LID) measures, including infiltration basins where feasible, may be evaluated as part of the design. The final drainage/stormwater improvement scope will be determined based on site constraints, right-of-way, utility conflicts, regulatory requirements, and the consultants engineering analysis.

15. Are there multiple potential locations being considered, and is infiltration testing desired?

The City has not identified predetermined locations. The Consultant shall evaluate the corridor and identify appropriate locations for drainage and green infrastructure improvements during the design process.

ADDENDUM No.1, ACKNOWLEDGMENT
(To be submitted with the proposal package)

**REQUEST FOR PROPOSAL –WOODLAND AVENUE STREET IMPROVEMENTS
PROJECT**

City Project: **CIP-ST-33**

Bidder acknowledges receipt of this addendum, which shall be attached to the bid. Acknowledgement of receipt of this addendum is required in the space provided below. Failure to acknowledge the addendum may subject the bidder to disqualification.

I, _____, representing _____ have
carefully read this addendum, understand it, acknowledge receipt of it and will comply with
its terms.

CONTRACTOR SIGNATURE

DATE