

ADDENDUM NO. 1

CITY OF SAN RAMON

ARCHITECTURAL DESIGN AND CONSULTING SERVICES FOR BOONE HOUSE – PRESERVATION, REPAIR, AND UPGRADING CIP 925418

SOQ Deadline: Friday, January 19, 2024 at 2:00p.m.

TO ALL RESPONDENTS:

Notice is hereby given that the following revisions are hereby made a part of and incorporated into the contract documents for the subject project:

Change No. 1: Section 22 of Attachment A on Page 14 has been updated. Replace Page 14 with the revised Page 14.

All respondents shall acknowledge receipt and acceptance of Addendum No. 1 as instructed by Section 4, SOQ Requirements, of the Request for Qualifications.

City of San Ramon

Robin Bartlett
Robin Bartlett, P.E., G.E., CFM, QSD
Division Manager

Date: 1/17/2024

- 18. Conflicts of Interest.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, CITY Resolution No. 2022-029, California Government Code §1090, *et seq.*, or the Political Reform Act, as set forth in California Government Code §81000, *et seq.* and its accompanying regulations. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement. Any violation of this Section constitutes a material breach of the Agreement.
- 19. Prohibited Interest.** No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds of this Agreement.
- 20. Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 21. Nondiscrimination.** CONSULTANT represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.
- 22. Indemnification.**
- A. To the fullest extent permitted by law, CONSULTANT must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, reasonable attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") to the extent arising out, pertaining to, or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of CONSULTANT under the Agreement, to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of CONSULTANT's bid for the Agreement. CONSULTANT's failure or refusal to timely accept a tender of defense pursuant to this Agreement will be deemed a material breach of the Agreement. City will timely notify CONSULTANT upon receipt of any third-party claim relating to the Agreement, as required by Public Contract Code § 9201. CONSULTANT waives any right to express or implied indemnity against any Indemnitee. CONSULTANT's indemnity obligations under this Agreement will survive the expiration or any early termination of the Agreement.
- B. CONSULTANT does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONSULTANT, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later