



City of
Los Banos
At the Crossroads of California

ADDENDUM NO. 1

Market Rental Rate Study

March 27, 2026

This Addendum No. 1 consists of 2 pages, and forms a part of the Request for Proposals and modifies only the extent specifically noted below. All other conditions of the Proposal Documents remain unchanged. The following changes, additions, or deletions as set forth herein shall apply to the Proposal Documents and shall be made a part thereof and shall be subject to all requirements thereof as through originally shown and/or specified. Failure to acknowledge this addendum in the submittal may subject the submitter to being deemed non-responsive.

This Addendum is posted on the City's website www.losbanos.org. This is the official source of this addendum. All addenda and attachments shall be published to the same location.

This Addendum is to address Changes and Responses to Questions.

ITEM NO. 1 ADDITIONAL ITEMS, CLARIFICATIONS, AND QUESTIONS

1. **Question:** Regarding the Park Green Space – how many green spaces will need to be appraised? If you don't know, can you give me an assumption number that we can later adjust if needed?

Response: The City is not seeking appraisal services for a specific number of green space areas. Rather, the intent is to establish a valuation on a per-square-foot basis for green space areas, which can then be applied as needed. As such, no assumption regarding the number of green spaces is required for purposes of your proposal.

2. **Question:** Can the City accept our standard indemnity language, included below?
Consultant shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except



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for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Notwithstanding the above, Consultant shall be afforded the same protections for design professionals under California Civil Code

Response: – As outlined in the RFP (page 4, paragraph 7), proposing firms are requested to identify any objections to or requested changes to the City's standard professional services agreement within their proposal submission. Additionally, the RFP notes that the final contract will be a negotiated agreement. Accordingly, please include your requested indemnification language and any other proposed revisions as part of your response. The City will review all requested changes as part of the evaluation and negotiation process.

Proposals shall be submitted in accordance with this Addendum. All consultants **MUST** acknowledge receipt of this Addendum by signing and returning this Addendum with your Proposal.

City of Los Banos

Minerva Moreno
Finance Director

Firm Name: _____

By: _____

Title: _____

Date: _____