



RFQ# 4377 On-Call Real Property & Right-Of-Way Services

Questions & Responses

1. **Are all of the insurance requirements and minimums listed in the sample agreement required of this contract as well? Are they required of subconsultants too?**

RESPONSE: Yes, all insurance requirements and minimums listed in the sample agreement are required for the On-Call Contract(s).

Insurance requirements are also required for subconsultants, but that responsibility falls on the prime consultant.

2. **Paragraph 5.2.F - Cyber Liability Insurance: We currently have \$1MM in Cyber Liability Insurance. Would the City of Fullerton accept our \$1MM?**

RESPONSE: Yes, but it must include a \$2 million aggregate.

3. **Sample Agreement, Paragraph 6.8 - Indemnification and Hold Harmless: We would like to request additional language be added to account for a finding of comparative fault. Suggested language: "If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall not exceed Consultant's proportionate percentage of fault."**

RESPONSE: The City cannot accept this modification to the language contract at the moment. However, proposers may submit this request with the RFQ. If selected, City Attorney will review the modification to the contract language for acceptance or declination.

4. **Does the City have an existing bench of on-call appraisers and appraisal reviewers?**

RESPONSE: No, the City does not have an existing bench of on-call appraisers and appraisal reviewers.

5. **Does the City have an existing bench of on-call title insurance firms?**

RESPONSE: No, the City does not have an existing bench of on-call title insurance firms.