

**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICTATION:** General Planning Consultant for MPO 09/21/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. Kimley-Horn has the following question: as currently worded, we believe that the indemnification provision on page 9 of 14 of Exhibit C – General Terms and Conditions is not compliant with FL Statute 725.08 and is unenforceable. Please consider rewording same to conform with the statute. Suggested language per FL Statutes 725.08: “*The design professional shall indemnify and hold harmless the agency, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extend caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.*”

**R1.** **Exhibit C – General Terms and Conditions, page 9 of 14, INDEMNIFICATION shall now read: *The CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extend caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this agreement, including defects in design, or errors or omissions that result in material cost increases to COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 762.28, Florida Statutes.***

**ADDITIONAL INFORMATION**

**ACKNOWLEDGEMENT**

Firm Name: Click or tap here to enter text.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Click or tap here to enter text.

Date: Click or tap to enter a date.

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Primary E-mail Address: Click or tap here to enter text.

Secondary E-mail Address: Click or tap here to enter text.