

**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICTATION: PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR**

**ROLLING ACRES RD FROM SOUTH OF CR 466 TO NORTH OF US 27** 07/11/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

**QUESTIONS/RESPONSES**

1. Would the County please remove the "Warranty" and "Deficiencies in Work to be Corrected by the Contractor" provisions on page 7 of Exhibit C? We believe those sections are not applicable to the services provided by design professionals, as Florida case law is clear that design professionals providing professional services, unlike contractors who provide materials and goods, cannot warrant or guarantee their services as part of a contract, other than to warrant that the services will be conducted per the professional standard of care.

A. No. This is a standard contract provision and does not impose obligations beyond those required by applicable professional standards.

1. We request the County to address problematic language in RSQ 25-726. The "Indemnification" section on page 11 of Exhibit C does not comply with Florida Statute 725.08 by requiring a defense. Will the County please consider rewording same to conform with the statute and deleting the requirement to “defend"?
2. No. This language is in accordance with the LAP agreement and cannot be removed or reworded.
3. As currently worded, we believe that the indemnity provision, Section 5.8, in Exhibit E of the Sample Contract is not in compliance with FL Statute 725.08 and is unenforceable.  Would the County 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 attorneys' fees, to the extent 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.”
   1. **No.** This language is in accordance with the LAP agreement and cannot be removed or reworded.

**ADDITIONAL INFORMATION**

N/A

**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.