

**Office of Procurement Services**

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

07/29/2025

**SOLICTATION 25-727**

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**

Q8. The WARRANTY and DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR sections, included on page 7 of 15, Exhibit C, they state the contract will warrant goods against factory defects. As design professionals, we do not provide goods but rather professional services and we cannot warrant against defects in goods provided by a contractor. Would the City please replace these sections with the following? “The Consultant warrants it will provide its services per the standard of care, which is that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.” If the County will not replace this section, will it confirm these terms apply to the actual Contractor and not the design professional?

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

Q9. Section 5.13 – Accuracy and Warranty, within the sample agreement states “CONSULTANT agrees that the products and services provided under this Agreement will be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.” As design professionals, we do not provide products and cannot warrant the same, however, we can warrant our services will be per the standard of care. Would the County please replace this clause with the following? “The Consultant warrants it will provide its services per the standard of care, which is that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.”

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

Q10. 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.

Q11. We request the County to address problematic language in RSQ 25-727. The "Indemnification" section on page 10 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"?

* 1. **No.** This language is in accordance with the LAP agreement and cannot be removed or reworded.

Q12. Geotechnical Engineering is not listed in the scope. Can the County confirm geotechnical is not needed, or if the County is providing Geotechnical?

A. Refer to Exhibit A – Scope of Work, Sections 6, 6.4.3, and 6.4.4.6. A geotechnical consultant shall be included to perform any need for geotechnical work.

Q13. In Addendum 1, Question 3, it is stated the survey will be provided. Will the County provide the survey during the procurement stage?

A. Survey documents can be viewed at the following link: [25-727 - Design Services for Hammock Ridge Rd. Roundabout](https://lcbcc.sharepoint.com/:f:/s/Procurement/Eq92MCrj9WNOj4xy0RPr85QB12Hl0XEUVwHMvRFxcTrOLQ?e=1Atz78)

Q14. During the project, if it is determined additional survey will be required, will the County cover those services?

A. Yes.

Q15. Is a traffic operations analysis required for the proposed roundabout? (Such a study will require data collection, traffic analysis and simulation, and other related services)

A. No.

Q16. Could you please confirm whether the provided conceptual design has been approved as the preferred alternative, or if alternative roundabout layouts are expected to be evaluated during the design process?

A. Alternative roundabout layouts are expected to be evaluated during the design process.

Q17. On 7/11, Lake County uploaded a design concept for the Roundabout Design for Hammock Ridge Rd. To what extent has the design for the roundabout already been completed and by which incumbent consultant?

A. The concept was prepared by Lake County Staff. The selected consultant shall update or prepare their own layout.

Q18. In the scope of services (Exhibit A), page 1, topographic services are listed as a required service but then state that they have already been performed. Can we have clarification on whether these services are still expected as a part of the proposing team’s qualifications?

A. Topographic services and survey will be provided by the County. Documents can be viewed at the following link: [25-727 - Design Services for Hammock Ridge Rd. Roundabout](https://lcbcc.sharepoint.com/:f:/s/Procurement/Eq92MCrj9WNOj4xy0RPr85QB12Hl0XEUVwHMvRFxcTrOLQ?e=1Atz78)

Q19. Expected deliverables include an erosion control plan, this often involves the use of a coastal engineering consultant. Is it the County’s intention to require this as a part of this roundabout design contract?

A. No. Silt fence or other erosion control measures as needed for the NPDES permit should be provided.

Q20. GAI would like to request the CAD files associated with the HDR Concept Roundabout given in Exhibit F.

A. HDR provided a pdf concept years ago. The current layout was prepared by Lake County and the CAD file can be viewed at the following link: [25-727 - Design Services for Hammock Ridge Rd. Roundabout](https://lcbcc.sharepoint.com/:f:/s/Procurement/Eq92MCrj9WNOj4xy0RPr85QB12Hl0XEUVwHMvRFxcTrOLQ?e=1Atz78)

**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.