



HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS (HCBCC)
PURCHASING DIVISION
600 S. Commerce Ave
Sebring, FL 33870
(863) 402-6500

DATE: August 23, 2022

QUOTE NO. FWQ 22-036-LD

ADDENDUM No. 2

Project: Architectural Inventory of Sebring Historical Lakeside Resources

The following represents clarification, additions, deletions, and/or modifications to the above referenced solicitation. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation, as applicable.

Q1 Will the Highlands County Board of County Commissioners consider markups to their Terms and Conditions?

A

2.13 The vendor shall be prepared to start providing services within the time stated in this purchase order. Failure to complete the work or deliver goods as scheduled may result in written notice to the vendor terminating its right to proceed. Should the vendor be unable to complete the services or deliver the goods within the scheduled time, the County may use the services or goods provided by another vendor. The difference in the contracted price for the services or delivery of the goods and that paid the new vendor for the services or goods shall be charged to and paid by vendor to whom this purchase order was issued by set-off against any amount owed by the County to that vendor or, if none, shall be paid by that vendor to the County within twenty (20) days after being invoiced by the County. Vendor shall not be responsible for delays occasioned by forces outside of Vendor's control.

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B

3.10 LIABILITY. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division or the County.

3.10.1 The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage ~~arising out of~~ the extent caused by activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, Florida Statutes, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is

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governed by Section 768.28, Florida Statutes, it shall only be obligated in accordance with that Section.

Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

A1 A The timeline established shall be used. If a change is necessary it may be applied for with justification and if approved a Change Order "for time" may be issued.

B No. These are required by the funding organization.

Q2 We would like to request a map of the project area, if available. If there is no map of the project area, are we to define the project area?

A2 See attached Historical Resource Map

Q3 What insurance certificate(s) need to show the Highlands County Board of County Commissioners as "Additionally Insured"?

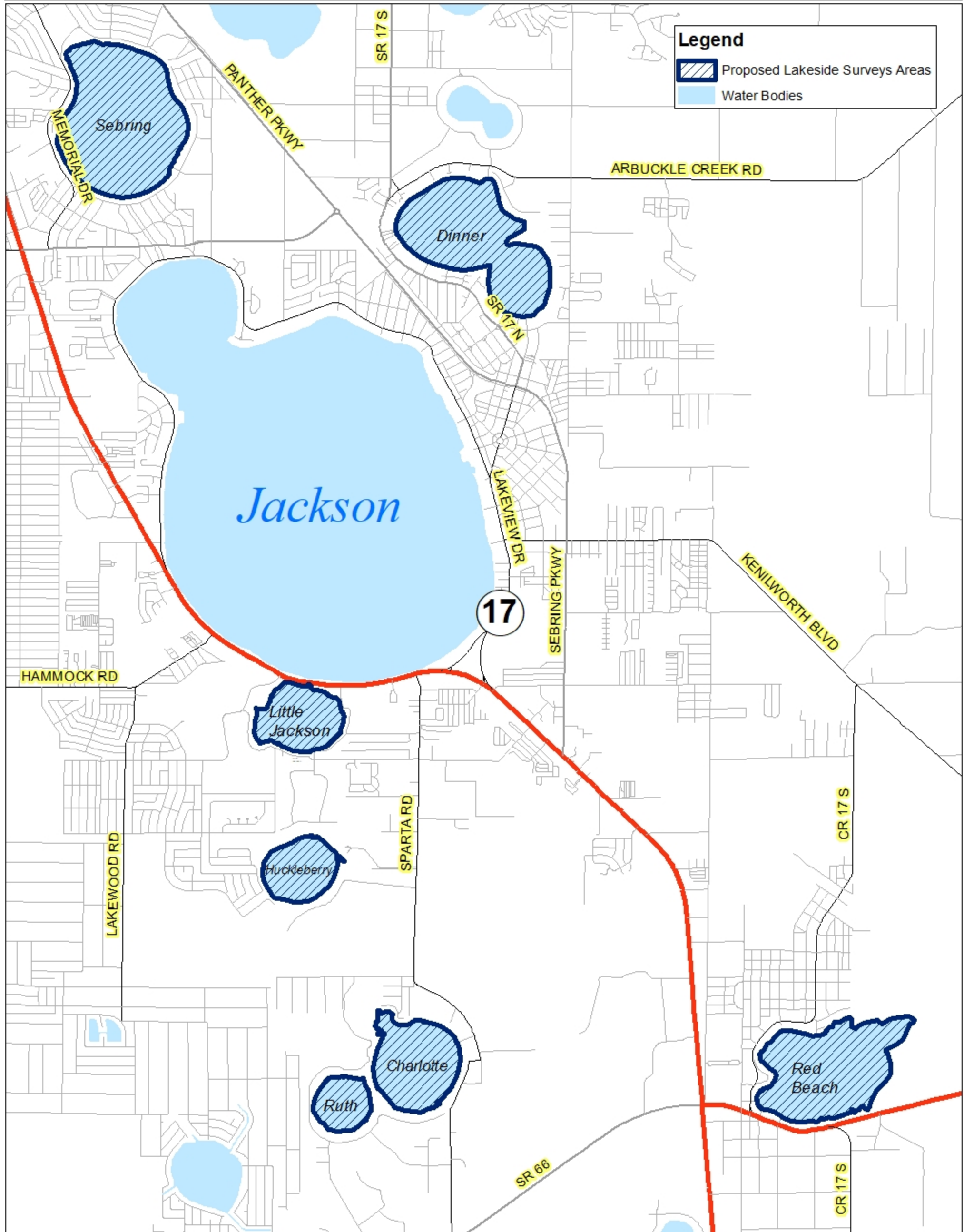
**A3 The following language included:
"Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.**

Q4 We do not see that you want us to include evidence of Professional Liability Insurance. Is this correct?

A4 Correct.

Attachments: Historical Resource Lakes

Historic Resources



DISCLAIMER:
 The information on this map should be considered conceptual and subject to change. This map is not a survey.

Data Sources:
 Central Florida Regional Planning Council
 Florida Department of Transportation
 Highlands County Property Appraiser
 Highlands County BoCC
 Historic Data: Bureau of Archaeological Research



1:40,000
 1 in = 1 miles

