



RFQ #24-005
Professional Engineering
Services

Addendum #1
REVISED INDEMNIFICATION PROVISION

Please see below revision to the Statement of Indemnification provision for the above mentioned RFQ.

STATEMENT OF INDEMNIFICATION – ~~The Engineer hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Engineer shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Engineer. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Engineer, any subcontractor, or anyone directly or indirectly employed by any of them. The Engineer's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Engineer's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.~~

The Engineer hereby acknowledges and confirms that the contract price includes the consideration for this indemnification. The Engineer shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the engineer and other persons employed or utilized by the engineer in the performance of the contract. The Engineer's obligation under this article shall not be limited in any way to the agreed upon contract price as shown in the contract between the City and the Engineer. In the event of termination of a contract between the City and Engineer, the terms and conditions of this article shall survive indefinitely.

ACKNOWLEDGEMENT

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response in the space provided on the Submittal Checklist included in the original solicitation document. Failure to do so may subject the bidder to disqualification.