



RFQ #24-005
Professional Engineering
Services

Addendum #3
REVISED INDEMNIFICATION FORM

Please find on attached page, the revised INDEMNIFICATION form to comply with Addendum #1 to this solicitation: "Revised Indemnification Provision"/Statement of Indemnification. Please replace the Indemnification Form within the required certification forms at the end of the RFQ with the attached form.

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.

INDEMNIFICATION

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.

Release of Liability: Acceptance of the Engineer of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: _____ ATTEST: _____
Corporate Secretary or Witness

Organization Phone Number

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ____ day of _____, 2024 by means of physical presence or online notarization, by _____ as _____, of _____, who is / are personally known to me or has produced _____ as identification.

Notary Public, State of Florida

(affix notarial seal)