



Alachua County Budget and Fiscal Services Division of Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Darryl R. Kight, CPPB
Purchasing Supervisor

April 15, 2019

RE: Addendum #3
RFP 20-171; Annual Environmental Consulting Services

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

Questions & Answers

Q #1: Does the County require the Respondent to provide all of the expertise and services necessary to complete all potential projects outlined in the RFP or will the County consider awarding a contract to a Respondent that provides the expertise and services necessary to fulfill a subset of the potential projects outlined in the RFP?

A #1: Yes, we will consider awarding a contract to a Respondent that provides the expertise and services necessary to fulfill a subset of the potential projects outlined in the RFP.

DELETE: SECTION 8.9 Indemnification

To the maximum extent permitted by Florida law, the Professional shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Professional or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Professional, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Professional. The Professional's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes

ADD: SECTION 8.9 Indemnification

To the maximum extent permitted by Florida law, the Professional shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement. Professional agrees that indemnification of the County shall extend to any and all Work performed by the Professional, employees, agents, servants or assigns.

The Professional obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

In any and all claims against the County or any of its agents or employees by any employee of the Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes

NOTE: You should acknowledge receipt of this addendum on your Bid Form.

End of Addendum #3

Sincerely,

Mandy Mullins

Mandy Mullins
Purchasing Agent

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