

## ADDENDUM 1 TO RFP#LP2021-09 Language changes as follows

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H. All contracts shall include the following indemnification provision:

~~Consultant shall, in addition to any other obligation to indemnify the Town and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Town, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the Town, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by Town to enforce this Indemnification shall be borne by Consultant. This Indemnification shall also cover all claims brought against Town, its elected officials, employees, agents or volunteers by any employee of Consultant, any subcontractor or anyone directly or indirectly employed by any of them. Consultant's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or Consultant's limit on or lack of sufficient insurance protection. Upon completion 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 Indemnification shall survive indefinitely.~~

725.08 Design professional contracts; limitation in indemnification.—

- (1) Notwithstanding the provisions of s. 725.06, if a design professional provides professional services to or for a public agency, the agency may require in a professional services contract with the design professional that the design professional 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.
- (2) Except as specifically provided in subsection (1), a professional services contract entered into with a public agency may not require that the design professional defend, indemnify, or hold harmless the agency, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding, and any such contract provision shall be void as against the public policy of this state.

- I. Successful Respondents **shall not be allowed to substitute partnership members** named in its response without the prior written permission of the Town.
- J. Pursuant to 49 CFR 26.13(b), the following statement shall be included in all contracts entered into pursuant to this RFP and all subcontracts between the Respondent and any subcontractor for work under this RFP:

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as the recipient deems appropriate.

ARTICLE 12 – QUALIFICATIONS

The CONSULTANT agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional standards.

ARTICLE 13 – INDEMNIFICATION

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(2) Except as specifically provided in subsection (1), a professional services contract entered into with a public agency may not require that the design professional defend, indemnify, or hold harmless the agency, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding, and any such contract provision shall be void as against the public policy of this state.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The TOWN and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the TOWN nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONSULTANT.

ARTICLE 15 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Town of Lake Placid, Florida, and the Contract will be interpreted according to the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 – CONFLICT OF INTEREST