

CITY OF WAUCHULA

REQUEST FOR QUALIFICATIONS 22-01 CONSULTING SERVICES FOR CIVIL, UTILITY & STORMWATER ENGINEERING, SURVEY, GEOTECHNICAL & ARCHITECTURAL SERVICES

ADDENDUM # 1

- Indemnification section of the General Conditions on Page 9 is hereby amended to read as follows:

Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, 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.

- Section 2.1 of Attachment "A" Master Consulting Agreement on Page 16 is hereby amended to read as follows:

CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "A" and as may be further specifically designated and authorized by the CITY, in writing. Such authorization will be referred to as a Consultant Services Authorization (CSA) and all provisions of this Agreement apply to the CSA with full force and effect as if appearing in full within each CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule and completion date, and shall become effective upon the due execution.

- Section 4.1.8 on Page 19 is hereby amended to read as follows:

In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY, 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.

- Sections 6.2.1 on Page 20 is hereby amended to read as follows:

CONSULTANT, to the extent permitted by law, shall 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.

- Section 32.0 of Attachment "A" Master Consulting Agreement on Page 25 is hereby deleted in its entirety.