



**REQUEST FOR PROPOSALS ADDENDUM**

**RFQ-CD-2026-0003**

**Downtown Revitalization Engineering & Design**

\*\*\*\*\*

**ADDENDUM #1**

**Date Issued: February 13, 2026**

\*\*\*\*\*

**TO:** All prospective proposers:

You are hereby notified that this Addendum shall be attached to and made a part of the above-named solicitation and contract documents, as follows:

**Q&A from email:**

1. **Question:** As currently worded, we believe that the indemnity provision in Section 10.f, located on pages 47–49 of the RFQ, is not in compliance with FL Statute 725.08 and is unenforceable. Would the City of Brooksville consider rewording same to conform with the statute? Suggested language per FL Statutes 725.08: *“The design professional shall indemnify and hold harmless the City of Brooksville, 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.”*

**Answer:** The independent contractor agreement included with the RFQ is provided as a sample form. If Section 725.08 applies to the contract ultimately awarded, the City would consider revising Section 10(f) to conform to the statute and replacing the existing language with the following:

“To the fullest extent permitted by law and pursuant to section 725.08, Florida Statutes, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, and agents from and against claims, liabilities, damages, losses, and costs (including, but not limited to, reasonable attorneys’ fees and costs) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.”

**Please note that the final contract, including the indemnification provision, will be subject to review and final approval of the Florida Department of Commerce as required in CDBG Subgrant Contract 23DB-C01.**

2. **Question:** We request the City of Brooksville to address problematic indemnity language in Section 10.f, located on pages 47–49 of the RFQ, as it does not comply with Florida Statute 725.08 by requiring a defense. Will the City of Brooksville please consider rewording same to conform with the statute and deleting the requirement to “defend” (add or replace with “protect” as needed)?

**Answer:** The independent contractor agreement included with the RFQ is provided as a sample form. If Section 725.08 applies to the contract ultimately awarded, the City would consider revising Section 10(f) to conform to the statute and replacing the existing language with the following:

“To the fullest extent permitted by law and pursuant to section 725.08, Florida Statutes, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, and agents from and against claims, liabilities, damages, losses, and costs (including, but not limited to, reasonable attorneys’ fees and costs) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.”

***Please note that the final contract, including the indemnification provision, will be subject to review and final approval of the Florida Department of Commerce as required in CDBG Subgrant Contract 23DB-C01.***

3. **Question:** Would the City of Brooksville please remove any reference to liquidated damages? We believe they are not applicable to the services of design professionals, as we do not control, set, or manage the project schedule—this is a contractor-specific issue and should be removed from our contract. This language appears in Section 1.43, located on page 15 of the RFQ.

**Answer:** Pursuant to CDBG Subgrant Contract 23DB-C01, the City is required to include certain conditions in contracts funded by the grant, including provisions addressing liquidated damages. Therefore, the City is unable to remove the references to liquidated damages from the RFQ.

4. **Question:** As currently worded in Section 5 of the Independent Contractor Agreement, located on page 43 of the RFQ, the City of Brooksville is asking Kimley-Horn to assume the highest professional standards in performing its work. While Kimley-Horn is committed to serving its clients, we are only required to do so in accordance with the professional standard of care, which is the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. The relationship currently described in the RFQ exceeds the Standard of Care to be provided by Design Professionals. Would the City of Brooksville consider modifying this language to comply with the foregoing language?

**Answer:** The independent contractor agreement included with the RFQ is provided as a sample form. Section 5 concerns final acceptance and remedies for nonconforming or defective work; it is not intended to create a heightened professional standard of care. The City will consider reasonable clarifications to this section during negotiations with the selected firm, as appropriate and subject to review and final approval of the Florida Department of Commerce as required in CDBG Subgrant Contract 23DB-C01.

**Q&A from Pre-Bid Conference:**

5. **Question:** This is an RFQ, there is no bid cost associated. Attachment A is included with the bid packet. Please advise on how to include this attachment.

**Answer:** Attachment A is a standard attachment for all solicitations. For this RFQ, notate pricing is not included or request on Attachment A.

6. **Question:** What qualifications should be included for the minimum qualifications section listed in the bid packet?

**Answer:** Please include resumes and appropriate licensing for any potential project team members, as well as referrals or current/recent projects for other entities.

PLEASE NOTE: This RFQ is for professional services, as listed in the scope of work. Construction engineering is not listed, but would need to be included in professional services of the awarded contract.

Acknowledge receipt of Addendum #1 by signing ATTACHMENT D – ADDENDA ACKNOWLEDGEMENT in RFP packet.