

ADDENDUM NO. 6**RFP NO. 25-10****ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR THE
ABERDEEN TRANSIT ORIENTED DEVELOPMENT (TOD) – STATION
SQUARE PROJECT
CITY OF ABERDEEN, MARYLAND**

To all holders of the specifications, the following corrections are hereby made. All other items shall remain unchanged. This addendum shall become part of the Contract Documents for the above referenced project. Include a signed copy of the addendum in your bid submission.

Acknowledgement of Addendum

Name: _____

Company: _____

Date: _____

Signature: _____

Updates to Section 5. General Information and Guidelines

12.6. Hold Harmless Clause: (pdf p. 22 of 47)

12.~~76~~.1. Indemnification from Claims, Liability, Expense, etc.: The contractor shall indemnify the City of Aberdeen and hold it harmless against any and all ~~third-party~~ claims, ~~or~~ suits, liability, expense, or damage ~~(either alleged or actual) in connection with~~ caused by the contractor as set forth in Section 12.6.3 of this contract ~~and anything done thereunder~~.

12.6.2. Indemnification from Injury, Death or Damage Liability: The contractor shall ~~protect~~, hold free and harmless, ~~defend~~ and indemnify the City of Aberdeen (including its officers, ~~agents~~ and employees) ~~free~~ from all liability, penalties, costs, losses, damages, expenses, ~~causes of action~~, ~~third-party~~ claims or judgments (including ~~reasonable~~ attorneys' fees) resulting from injury to, or death of, any person, or damage to property of any kind, ~~which injury, death or damage to property of any kind~~, which injury, death or damage arises out of, or is caused by the contractor as set forth in Section 12.6.3 of ~~in any way connected with, the performance of the work under~~ this contract.

12.6.3. Application of Exception: Aforesaid hold harmless and indemnity agreement shall apply to any negligent acts or omissions, willful misconduct or negligent conduct, ~~whether active or passive, including negligent acts or omissions~~ of contractor or contractor's agents or employees; except that said agreement shall not be applicable to injury, death or damage to property arising solely from the negligence or willful misconduct of the City's officers, agents, and employees.

Errors and Omissions (pdf p. 25 of 47)

Consultant shall perform the Services consistent with the professional care and skill of consultants performing the same or similar services under the same or similar circumstances in the locality of the Project. Subject to the foregoing, Consultants shall be responsible for technically deficient designs, reports, or studies due to Consultant errors and omissions, and shall promptly correct or replace all such deficient design work without cost to the City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full for Services performed does not constitute a waiver of this representation.