

**ADDENDUM #1
HIGHWAY 79 CORRIDOR AUTHORITY
RFQ 18-1**

**ENGINEERING CONSULTANT DESIGN,
INSPECTION & RELATED SERVICES**

DATE: November 7, 2018

Please note the following changes regarding the above-referenced RFQ:

1. Page 11, Section 3.0 Schedule of Events, is hereby amended as follows:

[Amendments **Bolded**]

| ACTION | DATE |
|---|--------------------------------------|
| RFQ Released | October 10, 2018 |
| Cut-Off date for Questions | November 14, 2018 |
| Responses to Technical Questions Provided | November 21, 2018 |
| Responses Due and Opened | November 28, 2018 @ 3:00 p.m. |
| Evaluation of Proposals and Shortlisting | November 2018 - January 2019 |
| Oral Presentations | November 2018 – January 2018* |
| Final Scoring/Ranking/Selection | December 2018 – January 2019 |
| Posting of Intent to Award | December 2018 - January 2019 |
| Authority Consideration of Intent to Award and Approval to Negotiate Contract | December 2018 - February 2019 |
| Contract Negotiations Begin | December 2018 – February 2019 |
| Authority Approval of Award and Contract | December 2018 - February 2019 |
| Anticipated Beginning of Work | January – March 2019 |
| | |

2. Page 5, Section 1.8 Indemnification and Hold Harmless. In response to a question concerning the extent of indemnification requirements, the following clarification is offered:

Please reference Appendix D, Draft Contract, Article 15 on Page 23, which contains the complete Indemnification provisions related to this solicitation.

Article 15 of the Draft Contract requires that the Consultant indemnify and hold harmless each of the “Covered Entities” (the Authority, the City of Bonifay, Holmes County, and Washington County)

from losses, damage, or expense from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Contract.

Additionally, the Consultant shall indemnify and hold harmless the Covered Entities, their officers, agents, volunteers, and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by the Covered Entities from (a) any breach or misconduct by the Consultant of this Contract, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, and (c) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the negligent performance of this Contract by the Consultant and the Consultant's agents, employees, invitees.

Proposers should further reference and complete Appendix C-1 of the RFQ, which contains the required certification related to indemnification for this solicitation.

With respect to section 1.8.3 on page 5 of the RFQ, please note that this clause states that the first \$10 paid to a successful proposer that is selected in connection with this solicitation is paid to such successful proposer specifically as consideration for the indemnification provisions referenced above and included in the Draft Contract.

3. Appendix D, Draft Contract, Page 15, Section 5.3. In response to a question concerning the payment of approved invoices pursuant to the Contract and the Local Government Prompt Payment Act, the following clarification is offered:

All proposers are encouraged to familiarize themselves with the "Local Government Prompt Payment Act," codified at Chapter 218, Part VII, Florida Statutes, as well as the invoicing and payment provisions contained in the Draft Contract and Exhibit A to same entitled "Basis of Compensation."

In accordance with Exhibit A to the Draft Contract, payment for services rendered pursuant to this solicitation shall be made by the Authority no more than on a monthly basis. Further, payment shall be made within the timeframes for payment provided within Chapter 218, Part VII, Florida Statutes, following the Authority's receipt of a "proper invoice" (as defined pursuant to section 218.72, F.S.).