

**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.).